

SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		HPV Public Information Campaign and Educational Town Hall Meetings		1	53
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market
	DCHC-2008-R-6404	<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		11/19/2007	<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By:			8. Address Offer to:		
Office of Contracting and Procurement Group VI - Human Care Services 441-4th Street, NW, Suite 700 South Washington, DC 20001			Office of Contracting and Procurement 441 - 4th Street, NW, Suite 703 South Washington, DC 20001 Attention: Bid Room (Callie Byrd-Williams, Contract Specialist)		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 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 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 4-Dec-07 (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	B. Telephone			C. E-mail Address
	Callie Williams	(Area Code) 202	(Number) 724-4026	(Ext)	callie.williams@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		15 C. Check if remittance address is different from above - Refer to Section G	18. Offer Date
(Area Code)	(Number)	(Ext)	17. Signature

AWARD (TO BE COMPLETED BY GOVERNMENT)

REQUEST FOR PROPOSALS

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Health (DOH Community Health Administration (CHA), Bureau of Cancer and Chronic Disease Prevention (BCCDP), seeks the services of a qualified contractor to conduct a public information campaign and educational town hall meetings in each of the eight (8) wards of the District on the connection between Human Papillomavirus (HPV) and cervical cancer and the effectiveness and risks of the HPV vaccine.
- B.2** The District contemplates award of a fixed price contract with payments based on fixed unit prices.

B.4 PRICE SCHEDULE

B.4.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Unit	Unit Price	Quantity	Total Price
0001	Public information campaign and educational town hall meetings, as described in C.3.1	Campaign/meeting	\$ _____	16	\$ _____ _____
0002	Public education activities, as described in C.3.2	Activities	\$ _____	5	\$ _____ _____
Grand Total					\$ _____ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Department of Health (DOH), Community Health Administration (CHA), Bureau of Cancer and Chronic Disease Prevention (BCCDP) seeks the services of a Contractor to conduct a public information campaign and educational town hall meetings in each of the eight (8) wards of the District, on the connection between Human Papillomavirus (HPV) and cervical cancer and the effectiveness and risks of the HPV vaccine. The Contractor shall provide the educational town hall meetings in each of the District's eight (8) wards and conduct five (5) additional public educational activities. The Contractor's target audience shall be families, girls and young women. The overall objective of this procurement is to inform parents and young girls of the "pros and cons" of the HPV vaccine, so that they can make an informed decision as to whether their children will be administered the vaccine or opt out of administering it.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date
1	District	Fiscal Year 2008 Budget Support Act of 2007 http://www.dccouncil.washington.dc.us/images/00001/20070531131527.pdf	June 2007
2	Federal	DHHS, CDC- HPV Vaccination Human Papillomavirus (HPV) http://www.cdc.gov/vaccines/vpd-vac/hpv/default.htm	Oct. 30, 2007
3	District	DC Law Regarding HPV, Law# L17-0010: http://www.dccouncil.washington.dc.us/lms/getleg1.asp?legno=B17-0030	July 12, 2007
4.	Mfgr. Website	Merck's Gardasil http://www.merck.com/mrks_eaarch/SearchServlet?qt=gardasil&filtN=none	Most Recent

5.	Federal	Advisory Committee on Immunization Practices Website http://www.cdc.gov/vaccines/recs/acip/	Most Recent
6.	Federal	U.S. Food and Drug Administration Website http://www.fda.gov/WOMENS/getthefacts/hpv.html	Most Recent
7.	Federal	Americans for Disability Act (ADA) Website http://www.usdoj.gov/crt/ada/adahom1.htm	Most Recent
8.	Federal	National Institute of Health (NIH) Website http://health.nih.gov/result.asp/343	Most Recent

C.1.2 DEFINITIONS

- C.1.2.1 Americans for Disability Act (ADA).** Signed into law in July 1990, the ADA is a wide ranging legislation to make American society more accessible to people with disabilities; prohibits private employers, state and local governments, employment agencies and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.
- C.1.2.2 Center on Disease Control (CDC) -** The Centers for Disease Control and Prevention (CDC), a part of the U.S. Department of Health and Human Services, is the primary Federal agency for conducting and supporting public health activities in the United States.
- C.1.2.3 Cervical Cancer** –a cancer whose origin is in the female cervix. Cervical cancer is the second leading cancer killer of women worldwide.
- C.1.2.4 “Culturally appropriate”** – delivery in a way that takes account of a learner’s cultural background and needs; consideration of cultural issues such as cultural responsibility, involvement in community affairs, socio-economic background, and related issues; recognizing the cultural differences among Americans and presenting information in a manner that addresses these differences.
- C.1.2.5 Human Papillomavirus (HPV)** – member of a group of viruses some of which are responsible for cervical cancer.
- C.1.2.6 Genital Warts** – or (*Condyloma*, *Condylomata acuminata*, or *venereal warts*) –a highly contagious sexually transmitted infection caused by some sub-types of human papillomavirus (HPV). It is spread through direct skin-to-skin contact

Caption: HPV Public Information Campaign and Educational Town Hall Meetings

during oral, genital, or anal sex with an infected partner. Genital warts are the most easily recognized sign of genital HPV infection. They can be caused by strains 6, 11, 30, 42, 43, 44, 45, 51, 52 and 54 of genital HPV; types 6 and 11 are responsible for 90% of genital warts cases.

C.1.2.7 METRO accessible – located such that it can be reached using a metro bus or metro train.

C.1.2.8 Merck’s Gardasil - the only HPV vaccine approved by the Federal Food and Drug Administration (FDA), which protects against HPV strains 6, 11, 16 and, 18.

C.1.2.9 National Advisory Committee on Immunization Practices (NACIP) - a committee who have been selected by the Secretary of the U. S. Department of Health and Human Services to provide advice and guidance to the Secretary, the Assistant Secretary for Health, and the Centers for Disease Control and Prevention (CDC) on the control of vaccine-preventable diseases. It develops written recommendations for the routine administration of vaccines to children and adults in the civilian population; recommendations include age for vaccine administration number of doses and dosing interval, and precautions and contraindications. The NACIP is the only entity in the federal government that makes such recommendations. Their overall goals are to provide advice that will lead to a reduction in the incidence of vaccine preventable diseases in the United States, and an increase in the safe use of vaccines and related biological products.

C.1.2.10 Papanicolaou (Pap) test, a screening tool for cervical cancer is used routinely in the US as part of a general well women examine.

C.1.2.11 Scientifically based information – For the sole purpose of this document it will be information approved by the Federal DHHS/CDC for dissemination to youth, parents and health care professionals.

C.2 BACKGROUND

C.2.1 Human Papillomavirus (HPV) is the name of a group of viruses that includes more than 100 different strains or types. More than 30 of these viruses are sexually transmitted, and can infect the genital area of men and women. Most people who become infected with HPV will not have any symptoms and will clear the infection on their own. Some of the aforementioned viruses are called “high risk” types, and may cause abnormal Pap tests. Infection with certain types of HPV is the major cause of cervical cancer. Almost all women will have HPV infections at some point, but very few will develop cervical cancer. In 2007, more than 11,000 women in the United States (US) will be diagnosed with this type of cancer and nearly 4,000 will die from it. Cervical cancer strikes nearly half a million women each year worldwide, claiming more than a quarter of a million lives worldwide. The number of women diagnosed in the US is much smaller than in other countries largely because of the Papanicolaou (Pap) test, a screening tool for cervical cancer is used routinely in the US as part of a general well women examine.

- C.2.2 In June of 2006, the Federal Drug Administration licensed an HPV vaccine developed by Merck called Gardasil. This was the first vaccine developed to prevent cervical cancer and other diseases in females caused by certain types of genital human papillomavirus (strains 6, 11, 16, and 18)... These strains together cause approximately 70% of cervical cancers and 90% of genital warts in the US. Also, in June, the ACIP issued provisional recommendations for the use of the vaccine. They recommended that it be included in the Vaccines for Children (VFC) Program., a federal program that provides free vaccines for children; routine vaccination with 3 doses of HPV vaccine for girls 11-12 years of age (can be started as young as 9 years of age); and, catch-up vaccination is recommended for females 13-26 years of age who have not been previously vaccinated or who have not completed the full vaccine series. Historically, once a vaccine is approved, the DC Immunization Program follows the recommendations of the ACIP and provides vaccines to healthcare providers of VFC children.
- C.2.3 Currently there is considerable debate within the medical and lay communities about whether or not to require girls to be vaccinated against HPV. In June 2006 the National Advisory Committee on Immunization Practices (ACIP) recommended that routine vaccination should be given to girls between ages 11 and 12, before they become sexually active.
- C.2.4 Many health care advocacy organizations believe that additional clinical trials of the vaccine are warranted before the vaccine is mandated. Additionally, parent's rights contend that promotion of the HPV vaccine may result in promoting sexual promiscuity and that mandatory vaccine usage prevents them from making appropriate health care decisions for their children.
- C.2.5 The District of Columbia Department of Health, Community Health Administration (CHA), Bureau of Cancer and Chronic Disease Prevention (BCCDP) is required by the Budget Support Act of 2007, and in accordance with DC Law Regarding HPV, Law# L17-0010, to organize a public education campaign to provide scientifically based information on this issue to the public for the purposes of informing young women and their parents of the "pros" and "cons" of the vaccine.

C.3 REQUIREMENTS

The Contractor shall perform the required services in accordance with approved scientifically based guidelines, relevant information provided by CDC (Applicable Document #2), NACIP (Applicable Document #5), USDA (Applicable Document #6) and the National Institute of Health (Applicable Document #8). The Contractor shall provide the following required services in support of DOH, CHA, BCCDP's goal to inform and provide District young women and their parents with knowledge to make informed decisions about the HPV vaccine.

C.3.1. Public Information Campaign and Educational Town Hall Meetings

The Contractor shall develop and implement a Public Information Campaign and Educational Town Hall meetings to identify and inform young women and their parents residing in the District about the HPV, the relationship that exist between the HPV and cervical cancer, and the "pros" and "cons" of the HPV vaccine.

C.3.1.1 The Contractor shall develop and implement a public information campaign to promote the District's initiatives regarding HPV and the HPV vaccine. The Contractor's Public Information Campaign shall include or address the following:

- a. Community-based outreach activities to advertise and attract attendees for the educational town hall meetings (C.3.1.2). The Contractor shall develop community specific, culturally appropriate activities consistent with the intended target audience and expected attendees at educational town hall meetings.
- b. Develop a list of organizations, groups, advocates, community leaders, District government leaders and other relevant stakeholders to provide notification and announcements about the educational town hall meetings.
- c. Develop and distribute information to those entities identified in C.3.1.1.b above and to other sources as provided by the Contracting Officer's Technical Representative (COTR) identified in Section G.8.1.

C.3.1.2 Develop and conduct a series of educational town hall meetings throughout the District to inform targeted audiences of the HPV virus and related health information and the "pros" and "cons" associated with the HPV vaccine. The Contractor shall, at a minimum, provide or address the following in order to ensure the successful delivery of the educational town hall meetings:

- a. Select strategic locations to conduct two (2) educational town hall meetings in each of the Districts eight (8) wards. The Contractor shall ensure that the selected sites are metro accessible, compliant with ADA (Applicable Document #7), have the capacity to host two hundred (200) meeting attendees, appropriate for the specific community and neighborhood.

Caption: HPV Public Information Campaign and Educational Town Hall Meetings

- b. Provide required logistical arrangements associated with the reservation, set up and any other details to ensure an effective educational town hall meeting. The Contractor shall provide light refreshment for each town hall meeting.
- c. Provide the required staff to ensure the delivery of effective, organized meetings, including staff to obtain registration information, distribute meeting materials, conduct evaluation of each meeting (C.3.1.2.e), and facilitate the educational town hall meetings including responding to questions posed at each meeting.
- d. Develop and complete registration for attendees at each meetings. The registration information shall include at a minimum, name, address, contact information, and the means in which the attendees found out about the educational town hall meeting.
- e. Develop and administer an evaluation of each meeting. The evaluation shall at minimum obtain input for meeting attendees on the effectiveness of the presentation, satisfaction with the meeting, feedback and suggestions to improve the meetings.
- f. Develop a written presentation of the planned presentations for the various Town Hall Meetings. The written presentation shall include the agenda and meeting outline for each Town Hall Meeting scheduled.

C.3.2 Public Educational Activities

The Contractor shall develop and implement a minimum of five (5) public educational activities to promote and further the District’s message concerning the HPV and related health conditions and the “pros” and “cons” of the HPV vaccine. The Contractor shall design and develop public educational activities that are innovative and creative activities to maximize contribution to the overall District goal, in the most efficient and effective manner. The Contractor’s public education activities shall include, but not necessarily be limited to such activities as the following:

- 1. Public Service Announcements – Radio, Television, or Printed Announcements;
- 2. Marketing/Advertising campaigns;
- 3. Publishing and Distribution of printed materials and/or articles; and
- 4. Design and distribution of promotional information.

C.3.3 Related Support Activities

The Contractor shall provide or perform the following related support activities to ensure, and enhance the successful performance of the services described in C.3.1 and C.3.2 in support of the District’s goals (C.3).

C.3.3.1 Project Work Plan (Preliminary)

The Contractor shall develop and provide a preliminary Project Work Plan. The Contractor’s Preliminary Project work plan shall be submitted within three (3) days

Caption: HPV Public Information Campaign and Educational Town Hall Meetings

from the contract award for the review and approval of the COTR identified in G.8.2 and shall include the following:

- a. Identification and discussion of sites to conduct educational town hall meetings as discuss (C.3.1.1.a.);
- b. Potential list of organizations (C.3.1.1.b);
- c. Potential sites across the District to hold Educational Town Hall Meetings (C.3.1.2.a);
- d. Proposed registration format (C.3.1.2.d)., presentation and evaluation (C.3.1.2.e) for town hall meetings (C.3.1.2.c) meetings, written presentation for town hall meetings (C.3.1.2.f) timeframes for completion of the project, and discuss a list of potential stakeholders and sites where the meetings could be held; and
- e. Public Educational Activities (C.3.2)

C.3.3.2 Project Work Plan (Final)

The Contractor shall develop and provide a final project work plan. The final project plan shall be submitted within ten (10) days of the contract award for the review and approval of the COTR identified in G.8.2 and shall include the final version of the following:

- a. Identification of sites to conduct educational town hall meetings as (C.3.1.1.a.);
- b. List of organizations (C.3.1.1.b);
- c. Sites across the District to hold Educational Town Hall Meetings (C.3.1.2.a);
- d. Registration format (C.3.1.2.d)., presentation and evaluation (C.3.1.2.e) for town hall meetings (C.3.1.2.c) meetings, written presentation for town hall meetings (C.3.1.2.f), timeframes for completion of the project, and discuss a list of potential stakeholders and sites where the meetings could be held; and
- e. Public Educational Activities (C.3.2)

C.3.3.3 Meetings

The Contractor shall attend weekly meetings with the COTR at a location to be determined by the COTR. The COTR will inform the Contractor of the location upon identification.

C.3.3.4 Reporting Requirements

The Contractor shall provide the following reports or reporting requirements:

- a. Project Work Plan - Preliminary (C.3.3.1):
- b. Project Work Plan – Final (C.3.3.2)
- c. Written/General Presentation for the Town Hall Meetings
- d. Educational Town Hall Meeting Report to provide registration and evaluation for each meeting (C.3.1)

Caption: HPV Public Information Campaign and Educational Town Hall Meetings

- e. Combined Registration Report of all attendees at each Educational Town Hall Meeting. This report shall include a list of all attendees from each meeting conducted.
- f. Final Report

SECTION D: PACKAGING AND MARKING

- D.1 The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six *(6), 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.

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award.

F.2 DELIVERABLES

The Contractor shall perform the required work and services and provide the COTR the following deliverables in accordance with the due dates below:

Deliverable	Quantity	Format and Method of Delivery	Due Date
Preliminary Project Work Plan (C.3.3.1)	One Electronic copy and one hard copy.	MS Word format for electronic delivery, Paper format for hard copy delivery.	3 days after date of contract award
Final Project Work Plan (C.3.3.2)	One Electronic copy and one hard copy.	MS Word format for electronic delivery, Paper format for hard copy delivery.	10 days after date of contract award
Combined Registration Report	One Electronic copy and one hard copy	One Electronic copy and one hard copy	10 days after final town hall meeting
Final Report	One Electronic copy and one hard copy	One Electronic copy and one hard copy	30 days after completion of town hall meetings

F.3.1 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 the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make monthly payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B.4 Price Schedule of this contract, for supplies delivered and accepted 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.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.8 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 825 North Capitol Street NE – Suite 5100
Washington DC 20002
Telephone: (202) 442-9069

- 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 and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered 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 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 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.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 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.5.1.2 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.5.2 Payments to Subcontractors

G.5.2.1 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.5.2.2 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.5.2.3 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.5.2.4 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.6 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:

Jim Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S

Washington, DC 20001
202-724-4197 (Phone)
202-727-0245 (Fax)

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change 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.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

Dr Emanuel Nwokolo
Bureau Chief
Bureau of Cancer & Chronic Diseases Prevention
Community Health Administration
825 North Capitol Street, N.E., Third Floor
Washington, DC 20002
Telephone: (202) 442-5879
Fax: (202) 535-1710

- G.8.2** 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.8.3** 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.

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 apprentices and *trainees 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 2005-2103, revision #3, dated 07/5/07, 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 solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 sub contractors, 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.8 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

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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 §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.5) 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.

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H.9 DISTRICT RESPONSIBILITIES

The District will provide the Contractor with a list of all staff (medical and non-medical) and other sources able to attend these sessions. The list will include name, occupation/Job Description, and phone number of each eligible attendee.

H.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in H.11. 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.11.2 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.11.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.11.4 The Department of Employment Services (“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.11.5 The Contractor shall provide a copy of the fact sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice attached as J.9 in a conspicuous place in its place of business.

H.11.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and

shall include this requirement in its subcontracts for \$15,000 or more under the contract.

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

H.11.8 The requirements of the Living Wage Act 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.11.9 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.12 HIPAA PRIVACY COMPLIANCE

(1) Definitions

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

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(b) *Covered Entity*. "Covered Entity" shall mean District of Columbia.

(c) *Designated Record Set* means:

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.

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.

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- (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 within thirty (30) days of the request, 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, within thirty (30) days of the request.
- (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, within thirty (30) days of the request by the Covered Entity, 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, within thirty (30) days of a request by the Covered Entity, 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 this Contract #DCBE-2006-__-0122 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

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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

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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 8 and 16 of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, effective November 2004, 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.11.8 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;

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- (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.11.9 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.

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 November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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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.DCHC-2008-R-6404 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

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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

I.8.1 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 coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or 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 insurance provided by the Contractor as

required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Umbrella/Excess Liability Insurance, \$5,000,000 per occurrence.

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.7 An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), and the Special Contract Requirements (Section H), and the Contract Clauses (Section I), and the SCP.

I.11 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.

SECTION J: LIST OF ATTACHMENTS

- J.1** District of Columbia Standard Contract Provisions, Rev. March 2007
- J.2** Tax Certification Affidavit
- J.3** Wage Determination No. 2005-2103, revision #3, dated 07/5/07, issued by the U.S. Department of Labor Determination
- J.4** Cost/Price Certification and Data
- J.5** First Source Agreement Package
- J.6** Past Performance Form
- J.7** E.E.O. Package
- J.8** Fact Sheet – Living Wage Act
- J.9** Living Wage Act 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 _____

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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 Clause13 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

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- 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.

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 *one (1)* 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 four (4) 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. *DCHC-2008-R-6404*."

(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.)

Offerors shall provide with the proposal a copy of the current GSA Federal Supply Schedule that list the hourly rates for the labor disciplines proposed herein.

L.2.1 TECHNICAL PROPOSAL**L.2.1.1 Executive Summary**

The Offeror shall identify this portion of the proposal as "Technical Proposal". This section shall contain an introduction outlining the Offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will

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be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

L.2.1.2 **Section 1 – Previous Experience/Past Performance:** The Offeror shall provide the following:

- a. List of contracts the Offerors has provided services similar in size and scope as requirements listed in Section C. The Offeror shall provide, at minimum, the following:
 - Name, address, contact information
 - Contract number
 - Description of service
 - Contract dollar amount
- b. Letters of Reference from three current or past clients, for whom the Offeror has provided similar social marketing campaign services.
- c. Narrative – Offeror shall discuss previous experience and the application of these experiences as it relates to performing the District’s requirements.
- d. Past Evaluations outline its overall technical approach to fulfill the requirements of the contract, including the development of the campaign materials/presentation, approach to reaching the target audience, format for presentations, and suggested public education activities. Offeror shall identify the staff to be assigned to this project by providing the names, roles and responsibilities of all personnel. Offeror shall provide a narrative or submit resumes for all the key personnel describing each person’s qualifications and experience in developing and conducting social marketing campaigns – highlight any specific experience with campaigns related to health issues or campaigns targeting the District’s population. Attachment J.6 – Past Performance Form is provided for the Offeror’s use.

L.2.1.3 **Section 3 – Technical Approach:** The Offeror shall provide the following:

- a. Narrative to describe the Offeror’s overall approach to completing the required services, understanding of the requirements in relationship with the District’s goals.
- b. Conceptual Project Work Plan identifying all elements discussed in Section C.3.3.1.
- c. Key Personnel – Offeror shall list key personnel to be utilized in the performance of this work. See Section L.21 below.

L.2.1.4 **Section 4 – Technical Expertise:** The Offeror shall provide the following:

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- a. Organizational Chart showing staff to perform services, lines of accountability and reporting lines.
- b. Resumes, credentials and certifications for each of the staff identified in the organizational chart.

L.2.1.5 Section 5 – Attachments: The Offeror shall complete and provide in this section, the following documents and pertinent information:

- **Attachments referenced in Section J of this Request for Proposal.**

L.3 PRICE PROPOSAL

L.3.1 The Offeror shall identify this portion of the proposal as the “Price Proposal”, and bind it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.

L.3.2 The Offeror shall submit the price information in the manner and format stated in Section B.4, Price Schedule. Offerors shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.

L.3.3 Offerors shall provide cost/price data in accordance with **Attachment J.4**. The price shall, at a minimum include:

- a. The skill category and hourly rate.
- b. Identify the total number of hours and hourly rate for each skill category.
- c. Identify the total price, and include a summary of all items proposed.

L.3.4 Offerors shall also complete and return the Tax Certification Affidavit, **Attachment J.2**

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L4.1 Proposal Submission

L.4.1.1 The task order proposal shall consist of two parts, separately bound: Technical and Price, four (4) copies each. Each shall be submitted in a sealed envelope conspicuously marked: “Task Order Proposal in response to Request for Proposal No. (DCHC-2008-T-6404), **HPV Public Information Campaign and Educational Town Hall Meetings**”.

L.4.1.2 All proposals must be submitted on 8.5” by 11” paper and typewritten. Telephonic and telegraphic proposals will not be accepted. Unless otherwise directed in writing.

L.4.1.3 Offerors are directed to the specific proposal evaluation criteria found in Section M.4 of this task order request, 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 the attached SOW.

L.4.1.4 Proposals must be submitted no later than *the time and date specified in Section A.9*. 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.4.2. Hand Delivery or Mailing of Solicitation

Delivery or Mail to:

Office of Contracting and Procurement
441 4th Street, N.W.
Suite 800 South, Bid counter Bid room
Washington, D.C. 20001

Attention: Callie Byrd-Williams

L.4.3 Withdrawal or Modification of Proposals

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

L.4.4 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When

the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.4.5 Late Modifications

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

L.4.6 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **five (5)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **five (5)** 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.6 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, Office of Contracting and Procurement, 441 4th Street, N.W., Washington, DC, 202-724-4026, 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, OCP 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, OCP that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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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.7.2 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.8 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

Any actual or prospective offeror 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.10 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.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

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

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

L.15 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required 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:

Callie Byrd-Williams
Contract Specialist
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
202-724-4026 (Phone)
202-727-0245 (Fax)

L.16 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.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to 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.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of offeror;

L.18.2 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.18.3 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.19 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.20 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.20.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.20.2 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.20.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.20.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.20.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.20.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.20.8 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.21 Key Personnel

The key personnel are considered to be essential to the work being performed hereunder. Prior to making any material changes in key personnel, the contractor shall notify the contract administrator one (1) week in advance and shall submit justification (including proposed substitutions in case of reassignments, promotions) in sufficient detail to permit

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evaluation of the impact on the program. No material changes in key personnel shall be made by the contractor without the written consent of the contract administrator.

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 STANDARDS**M.3.1 Evaluation factors for award:**

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- (a) 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 listed below considered.
- (b) Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:
 - (1) Technical Approach. Offeror shall refer to Section L.2.1.2 when addressing this factor.
 - (2) Past Experience/Performance. Offeror shall refer to Section L.2.1.3 when addressing this factor.

M.3.1.1 Price is less important than the combined weight of the technical factors listed above.

M.4 TECHNICAL EVALUATION CRITERIA (0 - 80 Points)

M.4.1 Past Experience/Performance (0-40 points)

M.4.2 Technical Approach (0-20 points)

M.4.3 Technical Expertise (0-20 points)

M.5 PRICE CRITERIA (20 Points)

M.5.1 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:

M.5.2 Lowest price proposal
 ----- x weight = Evaluated price score
 Price of proposal being evaluated

M.6 TOTAL (100 Points)

M.7 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.8.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October

20, 2005, the District shall apply preferences in evaluating bids or 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.8.1 Required Subcontracting Set-Aside

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.8.2 General Preferences

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

- M.8.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;**
- M.8.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.8.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.8.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.8.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

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M.8.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.8.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.8.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.8.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.8.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.8.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.8.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.8.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.8.4 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 twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.8.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, 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.8.6 Vendor Submission for Preferences

M.8.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.8.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.8.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.8.6.2 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: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.8.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.8.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

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- M.8.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.8.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.8.7.4 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.8.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- M.8.7.6 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.8.7.7 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.8.7.8 List 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 include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.8.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.8.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses 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 the 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.