

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Staffing and Counseling Services		Page of Pages 1   58	
2. Contract Number	3. Solicitation Number DCHC-2009-B-4451	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 8/14/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Public Safety Cluster 441 4th Street, N.W., Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, N.W., Suite 703 South, Bid Counter Washington, D.C. 20001		

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

### SOLICITATION

9. Sealed offers in original and 3 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, N.W. Suite 703 South, Washington, D.C 20001 until 10:00 A.M. local time 14-Sep-09 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Christian C. Nwachukwu	B. Telephone			C. E-mail Address christian.nwachukwu@dc.gov
		(Area Code) 202	(Number) 724-4236	(Ext)	

### 11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	33
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	9	X	J	List of Attachments	42
x	D	Packaging and Marking	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	15				
X	F	Deliveries or Performance	16	X	K	Representations, certifications and other statements of offerors	43
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	45
X	H	Special Contract Requirements	22	X	M	Evaluation factors for award	52

### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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 %
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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		
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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### AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)		24. Award Date
23. Signature of Contracting Officer (District of Columbia)		



**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**SECTION B- SUPPLIES OR SERVICE AND PRICE/COST**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Health (DOH), the Addiction Prevention and Recovery Administration (APRA), is seeking a Contractor to provide Supplemental Staff to the Alcohol Prevention and Drug Abuse Treatment Facilities for the Department of Health (DOH), Addiction Prevention and Recovery Administration (APRA), in accordance with Section C.

This is an Indefinite Delivery/Indefinite Quantity (IDIQ), labor-hour contract based on a fixed unit price.

**B.1 INDEFINITE QUANTITY CLAUSE**

**B.1.1** This is an indefinite delivery/indefinite quantity contract for the supplies and/or services specified, and effective for the period stated. The quantities of supplies and/or services specified in the Schedule are estimates only.

**B.1.2** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. See Section G. 9 below. The Contractor shall furnish to the District Government, when and if ordered, the supplies and/or services specified in the Schedule up to and including the maximum quantity. See Section B below and the option years. The District will order at least the minimum quantity. See Section B and the option years.

The minimum and maximum quantities for the base year and all option years are as follows:

<b>POSITION</b>	<b>MINIMUM HOURS</b>	<b>MAXIMUM HOURS</b>
Treatment Counselor	100	16,640
Program Assistant	10	6,240
Admission/Discharge Clerk	10	6,240

**B.1.3** There is no limit on the number of orders that may be issued. The District Government may issue orders requiring delivery to multiple destinations or performance at multiple locations as specified in such Delivery Orders as may be issued.

**B.1.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

extent as if the order were completed during the contract's effective period provided that the contractor shall not be required to make any deliveries under this contract after the end of five years.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**B.2 PRICE SCHEDULE – Base Year**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Price per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 0001</b>	<p>STAFFING AND COUNSELING SERVICES DESCRIBED IN SECTION C USING THE FOLLOWING LABOR CATEGORIES FOR THE DESCRIBED WORK SHIFTS:</p> <p><b>(1) TREATMENT COUNSELOR FOR THESE WORK SHIFTS</b></p> <p>07:30 a.m. - 04:00 p.m.(Weekly) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Weekly) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Weekly) \$___ per Hr.</p> <p>09:00 a.m. - 05:30 p.m. (Weekly)/DC Superior Court Only \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Week-end) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Week-end) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Week-end) \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Holiday) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Holiday) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Holiday) \$___ per Hr.</p>		<b>100</b>	\$_____	<b>16,640</b>	\$_____
<b>CLIN 0001A</b>	<p><b>(2) PROGRAM ASSISTANT</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	\$___ per Hr.	10	\$_____	6,240	\$_____
<b>CLIN 0001B</b>	<p><b>(3) ADMISSION/DISCHARGE CLERK</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	\$___ per Hr.	10	\$_____	6,240	\$_____

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**B.3 PRICE SCHEDULE – Option Year One**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
<p><b>CLIN 1001</b></p>	<p>STAFFING AND COUNSELING SERVICES DESCRIBED IN SECTION C USING THE FOLLOWING LABOR CATEGORIES FOR THE DESCRIBED WORK SHIFTS:</p> <p><b>(1) TREATMENT COUNSELOR FOR THESE WORK SHIFTS</b></p> <p>07:30 a.m. - 04:00 p.m.(Weekly) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Weekly) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Weekly) \$___ per Hr.</p> <p>09:00 a.m. - 05:30 p.m. (Weekly)/DC Superior Court Only \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Week-end) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Week-end) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Week-end) \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Holiday) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Holiday) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Holiday) \$___ per Hr.</p>		<p><b>100</b></p>	<p>\$_____</p>	<p><b>16,640</b></p>	<p>\$_____</p>
<p><b>CLIN 1001A</b></p>	<p><b>(2) PROGRAM ASSISTANT</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>
<p><b>CLIN 1001B</b></p>	<p><b>(3) ADMISSION/DISCHARGE CLERK</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**B.4 PRICE SCHEDULE – Option Year Two**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Price per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<p><b>CLIN 2001</b></p>	<p>STAFFING AND COUNSELING SERVICES DESCRIBED IN SECTION C USING THE FOLLOWING LABOR CATEGORIES FOR THE DESCRIBED WORK SHIFTS:</p> <p><b>(1) TREATMENT COUNSELOR FOR THESE WORK SHIFTS</b></p> <p>07:30 a.m. - 04:00 p.m.(Weekly) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Weekly) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Weekly) \$___ per Hr.</p> <p>09:00 a.m. - 05:30 p.m. (Weekly)/DC Superior Court Only \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Week-end) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Week-end) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Week-end) \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Holiday) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Holiday) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Holiday) \$___ per Hr.</p>		<p><b>100</b></p>	<p>\$_____</p>	<p><b>16,640</b></p>	<p>\$_____</p>
<p><b>CLIN 2001A</b></p>	<p><b>(2) PROGRAM ASSISTANT</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>
<p><b>CLIN 2001B</b></p>	<p><b>(3) ADMISSION/DISCHARGE CLERK</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**B.5 PRICE SCHEDULE – Option Year Three**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Price per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<p><b>CLIN 3001</b></p>	<p>STAFFING AND COUNSELING SERVICES DESCRIBED IN SECTION C USING THE FOLLOWING LABOR CATEGORIES FOR THE DESCRIBED WORK SHIFTS:</p> <p><b>(1) TREATMENT COUNSELOR FOR THESE WORK SHIFTS</b></p> <p>07:30 a.m. - 04:00 p.m.(Weekly) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Weekly) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Weekly) \$___ per Hr.</p> <p>09:00 a.m. - 05:30 p.m. (Weekly)/DC Superior Court Only \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Week-end) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Week-end) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Week-end) \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Holiday) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Holiday) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Holiday) \$___ per Hr.</p>		<p><b>100</b></p>	<p>\$_____</p>	<p><b>16,640</b></p>	<p>\$_____</p>
<p><b>CLIN 3001A</b></p>	<p><b>(2) PROGRAM ASSISTANT</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>
<p><b>CLIN 3001B</b></p>	<p><b>(3) ADMISSION/DISCHARGE CLERK</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<p>\$___ per Hr.</p>	<p>10</p>	<p>\$_____</p>	<p>6,240</p>	<p>\$_____</p>

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**B.6 PRICE SCHEDULE – Option Year Four**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Price per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>CLIN 4001</b>	<p>STAFFING AND COUNSELING SERVICES DESCRIBED IN SECTION C USING THE FOLLOWING LABOR CATEGORIES FOR THE DESCRIBED WORK SHIFTS:</p> <p><b>(1) TREATMENT COUNSELOR FOR THESE WORK SHIFTS</b></p> <p>07:30 a.m. - 04:00 p.m.(Weekly) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Weekly) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Weekly) \$___ per Hr.</p> <p>09:00 a.m. - 05:30 p.m. (Weekly)/DC Superior Court Only \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Week-end) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Week-end) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Week-end) \$___ per Hr.</p> <p>07:30 a.m. - 04:00 p.m.(Holiday) \$___ per Hr.</p> <p>03:30 p.m. - 12:00 a.m.(Holiday) \$___ per Hr.</p> <p>11:30 p.m. - 08:00 a.m.(Holiday) \$___ per Hr.</p>		<b>100</b>	<b>\$_____</b>	<b>16,640</b>	<b>\$_____</b>
<b>CLIN 4001A</b>	<p><b>(2) PROGRAM ASSISTANT</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<b>\$___ per Hr.</b>	10	<b>\$_____</b>	6,240	<b>\$_____</b>
<b>CLIN 4001B</b>	<p><b>(3) ADMISSION/DISCHARGE CLERK</b> 08:15 a.m. - 4:45 p.m. (Weekday)</p>	<b>\$___ per Hr.</b>	10	<b>\$_____</b>	6,240	<b>\$_____</b>

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

**C.1 SCOPE**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Health (DOH), the Addiction Prevention and Recovery Administration (APRA), is seeking a Contractor to provide Supplemental Staff to the Alcohol Prevention and Drug Abuse Treatment Facilities for the Department of Health (DOH), Addiction Prevention and Recovery Administration (APRA), in accordance with Section C.

**C.1.1 APPLICABLE DOCUMENTS**

N/A

**C.1.2 DEFINITION OF TERMS**

N/A

**C.2 BACKGROUND**

It is estimated that over 60,000 individuals in the District of Columbia have a substance abuse problem. This figure represents nearly 12 percent of the general population. In addition, forty percent of the 1.2 million annual emergency room visits in the District of Columbia are related to alcohol and drug abuse. Aware of the challenges presented by this growing problem, the Department of Health (DOH) created the Addiction Prevention and Recovery Administration, otherwise known as "APRA".

APRA operates locations where treatment assessments and actual treatment services are rendered for adults. It has been determined that it is more efficient to employ supplemental staff to provide these services rather than to employ permanent District personnel to render such services. APRA has employed supplemental staffing for at least the past ten (10) years and desires to continue this practice. Accordingly, as recited herein, this procurement will result in an annual contract with four (4) yearly options.

**C.3 REQUIREMENTS:**

The Contractor shall provide Treatment Counselors, Program Assistants, and Admission/Discharge Clerks at APRA's substance abuse treatment facilities, which shall include but not limited to the following sites described in Section C.3.2 below and for the work shifts described in Section C.3.3.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**C.3.1 Specific Staffing Requirements:**

The Contractor shall provide substance abuse treatment counselors and program support services to APRA, in the following labor categories, and shall perform the services as described:

**Treatment Counselor:**

The Treatment Counselor shall conduct individual and group counseling sessions for substance abusers; participates on treatment team to formulate treatment plans and update them as needed; documents and maintains patient case records; develops and participates in therapeutic community and 12 Step meetings; supervises patients on referrals and other outings; administers breathalyzer tests and monitors collection of urine samples; performs other duties as assigned.

The Contractor shall employ counseling staff to address the needs of the bi-lingual population and shall make provision to meet the needs of the hearing impaired population. The Contractor shall maintain documentation that each staff person possesses adequate training, qualifications, and competence to perform the duties to which they are assigned.

**Qualifications for Treatment Counselor:**

Candidates must possess the following: 1) either Certified Alcohol and Drug Counselor (CADC) or Certified Clinical Supervisor (CCS) credentials, and registration as Substance Abuse Counselor or Professional Counselor Licensure, and 2) at least three (3) years documented "satisfactory" or "better" work performance. A BA/BS degree in a health-related field is preferred.

**Program Assistant:**

Participates in the management of the Office of the Administrator, Alcohol, Tobacco and Other Drugs (ATOD) State Agency, by accomplishing a variety of administrative tasks. Compiles reports and documents for the ATOD State Agency. Compiles, develops, and implements correspondence manual and management information systems manual for clerical and administrative staff. Answers inquiries and correspondence relating to various programs involving the ATOD State Agency. Maintains Management Services officer's appointment calendars. Screens callers and visitors. Receives and reviews all incoming and outgoing mail, secures background information, disseminates and follow-ups on deadline dates. Prepares letters, memoranda or reports for the Management Services Officer's signature. Creates and maintains a complex filing system by using Paradox software. Types a variety of materials using automated data processing equipment.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**Qualifications for Program Assistant:**

Candidates must possess three (3) years specialized experience. Specialized experience is experience that equipped the applicant with the particular knowledge, skills and abilities to perform successfully the duties of the position and that is typically in or related to the position to be filled. Typing proficiency of at least 40 wpm with no more than 3 errors.

**Admission /Discharge Clerk:**

Collects, organizes, prepares demographic profiles and disseminates all patient demographic information upon their admission to treatment.

**Qualifications for Admission/Discharge Clerk:**

H.S. Diploma or GED; two years automated data processing experience; working knowledge of dBASE, Lotus 1-2-3 and WordPerfect and computer skills sufficient to accurately input data and generate reports.

**C.3.2. Location of Services:**

The Contractor shall provide the required staff to provide the required services at the following locations:

Detoxification Unit located at 1900 Massachusetts, Avenue, S.E;

Assessment and Referral Center, located at 1300 First Street, N.E.;

Women's Services Center, located at 1900 Massachusetts Avenue, S.E;

Office of the Deputy Director of Operations, located at 1300 First Street, N.E., and

D.C. Superior Court, located at 500 Indiana Avenue, NW

**C.3.3 Proposed Location and Shift Assignments:**

POSITION	PROPOSED LOCATION (S)	PROPOSED SHIFT (S)
Treatment Counselor	ALL	As may be assigned
Program Assistant	ALL	As may be assigned
Admission/ Discharge Clerk	ALL	As may be assigned

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**C.3.4 Specific Service Requirements:**

The Contractor's staff shall work as required during the day, evening and night tours of duty during the week, on weekends, and on holidays, not to exceed forty (40) hours per week. The Contractor shall render services during regular shifts, weekends and holidays. The shifts are as follows:

Day	9:00	a.m.	to	5:30	p.m. (D.C. Superior Court only)
Day	7:30	a.m.	to	4:00	p.m.
Day	8:15	a.m.	to	4:45	p.m. (Administrative Personnel)
Evening	3:30	p.m.	to	12:00	Mid-night.
Night	11:30	p.m.	to	8:00	a.m.

The Contractor's staff shall be assigned to any of the units within the APRA as requested by APRA and may be required to work rotating shifts.

**C.3.5 Performance Monitoring:**

The Contractor shall be subject to periodic evaluation and ongoing monitoring, of performance. Such evaluation shall be conducted to determine the amount, nature and quality of the services provided to APRA by the Contracting Officer's Technical Representative.

The District reserves the right to evaluate the performance of each staff person provided by the Contractor and to notify the Contractor of non-performance, meaning that, said staff person is not meeting the standard for patient care and/or professional behavior. This notification will require the Contractor to remove that person from service.

**C.3.6 Reports:**

The Contractor shall submit bi-weekly written status reports to the Contracting Officer's Technical Representative. The report shall contain the names, number of hours worked and location where services were rendered and copies of certified time sheets. The Contractor and the Contracting Officer's Technical Representative shall mutually agree upon the format.

The Contractor shall submit to the Contracting Officer's Technical Representative a final report summarizing all service delivery data, accomplishments, issues and recommendations using the same format above, but modified for the length of time that the contract was performed by the contractor.

The Contractor shall supply copies of all professional licenses to the Contracting Officer's Technical Representative annually.

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

The Contractor shall immediately report any unusual incidents to the Contracting Officer's Technical Representative or designate and provide the Contracting Officer's Technical Representative with a written report, via an Unusual Incident Report Form (DHR 1234), within 24 hours. An unusual incident is an event, which affects staff (District employees or Contractor's staff) or clients, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death; injury; unexplained absence of a client from a program; physical, sexual, or verbal abuse of a client by staff or other clients; staff negligence; fire, theft, destruction of property; complaints from families or visitors of clients; requests for information from the press, attorneys, or Government officials outside the Department of Health; and other incidents or emergencies that would be of interest to the Contracting Officer's Technical Representative.

#### **C.3.7 Records:**

The Contractor's personnel shall keep accurate records of all services provided for a patient in the respective chart. All patient clinical records shall be written in a form prescribed by the Contracting Officer's Technical Representative.

The Contractor's personnel shall ensure that each patient's clinical record is available for review at all times to District staff responsible for caring for or monitoring service quality and delivery to the patient.

The Contractor's personnel shall ensure patient confidentiality through routine procedures, including the security of clinical records in a locked file controlled by appropriate professional staff, while allowing access to the contract's monitoring staff. All clinical and other records pertaining to the services provided by the Contractor according to the terms of this Contract shall become the property of the District. Disclosure of treatment information by the Contractor, and to the Contractor by employees of the District, is subject, to all the provisions of applicable District and Federal laws, which are incorporated herein.

#### **C.3.8 Unusual Incident Report**

The Contractor shall report all unusual incidents, including allegations of abuse or neglect, involving each referral that is provided with services or treatment by the Contractor by telephone to the District, and followed up by a written report to the District within forty-eight (48) hours of the unusual incident.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J1.

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

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

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1. INSPECTION AND ACCEPTANCE**

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

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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) labor hour contract based on a fixed unit price.

**F.2 TERM OF CONTRACT**

The term of the Contract shall be for a period of one (1) year from date of award specified on the cover page of the Solicitation.

**F.2.1 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.2 The District may extend the term of this Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.3 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.4 The price for the option period shall be as specified in the contract.

F.2.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

Any reports that are required pursuant to Section H.3.5 of this contract are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor will not be made.

<b>Item No.</b>	<b>Description</b>	<b>Performance Standard</b>	<b>Date Due</b>	<b>Distribution</b>
1	With the submission of the contractor's final request for payment from the District: See Section H.3.5.	Report created in a Microsoft Word or Excel software format as may be applicable.	Submitted with Contractor's last submitted invoice.	Submit one (1) hard copy to the COTR for review and approval. If approved, submit one soft copy to the COTR

**SECTION G - CONTRACT ADMINISTRATION**

**G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.1.1 The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Bidder's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

Name: Clarence Stanback, Jr.  
Title: Public Health Analyst  
Agency: Department of Health  
Address: 1300 First Street, NE  
Washington, DC 20002  
Telephone: (202) 535-1105 Facsimile (202) 727-0092

G.1.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the Contract.

G.1.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer (CO), may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.2 INVOICE PAYMENT**

G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.2.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2.3 INVOICE SUBMITTAL**

G.2.3.1 The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

Representative (COTR) specified in Section G.1.1 above. The address of the CFO is:

**Name:** Accounts Payable Manager  
**Address:** 64 New York Avenue, Ne, 6<sup>th</sup> Floor  
Washington, D.C. 20002  
**Telephone:** 202-671-4288

- G.2.3.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.3.3 Contractor's name, Federal tax ID and invoice date (Bidders are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.3.4 Contract number and invoice number;
- G.2.3.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.3.6 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.3.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.3.8 Name, title, phone number of person preparing the invoice;
- G.2.3.9 Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and
- G.2.3.10 Authorized signature.
- G.2.3.11 Provide along with invoices copies of all work orders and work completion verifications.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**G.4 PAYMENT**

The Contractor shall bill the District on a monthly cycle, ending with the last day of each calendar month, for services rendered in the preceding month.

**G.4.1 PARTIAL PAYMENTS**

No partial payments are allowed under the resulting contract.

**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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 may 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:

Elona Evans-McNeill  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, D.C. 20001  
Telephone No. (202) 727-0252

**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.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**G.8 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.8.1 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.8.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.8.3 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.9 ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- a) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- b) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (2005-2104, **Revision 10, 05/26/09**), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.). 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.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.3.1 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.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

- (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.3.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job 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.3.4 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.3.5 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.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

- (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.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

**H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

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.4.1.1 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.4.2 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.5 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.6 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.7 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 (1983) *et seq.*

**H.8 CONFLICT OF INTEREST**

- H.8.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law-6-85, D.C. Code section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).
- H.8.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**H.9 AUDITS, RECORDS, AND RECORD RETENTION**

H.9. At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.9.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.9.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.9.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.9.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.9.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.10 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 subcontractor 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.

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**H.11 HIPAA PRIVACY COMPLIANCE**

(1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean [MVS, Inc.].
- (b) *Covered Entity*. "Covered Entity" shall mean [Department of Health (DOH), Addiction Prevention and Recovery Administration].
- (c) *Designated Record Set* means:
  - 1. A group of records maintained by or for Covered Entity that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
  - 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and
- (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.

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**(3) Permitted Uses and Disclosures by Business Associate**

- (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

- (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

**(4) Obligations of Covered Entity**

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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

(6) Term and Termination

- (a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure are 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.

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

- (c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

### **H.12 CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall employ counseling staff to address the needs of the bi-lingual population and shall make provision to meet the needs of the hearing impaired population. The Contractor shall maintain documentation that each staff person possesses adequate training, qualifications, and competence to perform the duties to which they are assigned.

The Contractor shall maintain complete written job descriptions covering all positions within the program, which must be included in the Contractor's files, and be available for inspection on request. Job descriptions shall include education, experience, and/or certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. The Contractor shall ensure that all direct and indirect staff, including consultants, do not have any prior criminal record of convictions for child abuse or molestation, sexual abuse and rape.

If at any time a staff person is suspected of or found to be suffering from a communicable disease, that person shall be referred for a fitness for duty examination. Whenever any staff person is found to be suffering from a communicable disease and is likely to be dangerous to the lives or health of others, he or she shall be immediately removed from duty in accordance with Title 22 District of Columbia Municipal Regulations (DCMR), Section 213. All medical examinations shall be without expense to the District.

The Contractor's staff shall maintain safe, neat and appropriate civilian work attire.

All staff provided by the Contractor shall sign the designated log upon beginning and ending their tour of duty.

The Contractor shall comply with all policies, standards and procedures relating to the operation of the Addiction Prevention and Recovery Administration (APRA) programs to which assigned.

The Contractor shall recruit, provide a general orientation, discipline and discharge if appropriate, and be responsible for paying wages and benefits including Worker's Compensation and Public Liability Insurance for personal injury for all employees. The Contracting Officer's Technical Representative or designee will provide additional orientation relative to administrative procedures, program goals, and policies and practices to be adhered to under this contract.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

The Contractor shall be responsible for the day-to-day operation in the provision of services, monitoring, and evaluation of the quality and quantity of services rendered.

If a Contractor's staff person fails to report for a shift, they shall immediately be replaced with another staff person to cover that shift..

**H.13 DISTRICT'S RESPONSIBILITIES**

The District will provide appropriate environment wherein Contractor's employees will provide services.

**H.14 PROCEDURES FOR ORDERING STAFF**

The Contractor will be telephoned to order staff on an as-needed basis, whereby such staff shall be provided no later than seventy-two (72) hours after order has been placed.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**SECTION I: CONTRACT CLAUSES**

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

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

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

In accordance with paragraph 3240.5 of the DCMR 27, continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

Funds are not presently available for performance under this contract beyond September 30, 2009. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Bidders who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

#### 1.5.1 Mark the title page with the following legend:

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

#### 1.5.2 If however, a contract is awarded to this Bidder as a result of or in connection with the submission of this data, the District Government shall 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 data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

#### 1.5.3 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."

## **I.6 RIGHTS IN DATA**

#### I.6.1 "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.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

#### I.6.3 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.

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

"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.6.4 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.6.5 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.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall 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.6.6.1 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.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.6.6.4 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.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. POHC-2004-C- 4823 with J&E Associates, Inc 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.6.8 In addition to the rights granted in Section I.6.6 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.6.6 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.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

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.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.6.11 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.6.12 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.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 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.7 OTHER CONTRACTORS**

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

### **I.8 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

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.9 CONTINUITY OF SERVICES**

I.8.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.8.1.1 Furnish phase-out, phase-in (transition) training; and

I.8.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10 INSURANCE:**

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

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

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

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

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$1,000,000.00 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$1,000,000.00 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals)

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act.

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

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000.00 per occurrence for each wrongful act and \$3,000,000.00 per aggregate for each wrongful act.

- B. **DURATION**. Except as proved in I.10.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY**. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**I.10.1** Copies of all certificates of insurance shall be submitted within ten (10) days of contract award and 10 days after award of each option year to:

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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**I.11 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**I.12 DISCLOSURE OF INFORMATION**

No information regarding the Contractor's performance on the task order shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

**I.13 CONFLICT OF INTEREST**

No official or employee of the District and no other public official of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations). The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of the contract, no person having any such known interests shall be employed.

**I.14 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or the resulting contract 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), the Special Contract Requirements (Section H), the Contract Clauses (Section I), the SCP; the Bidder's bid (Technical and Price), and the Bidder's Best and Final Offer (BAFO), if applicable.

**I.15 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.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for use with Supplies and Services Contract dated March 2007. .  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)
- J.1.1 Wage Determination No. 2005-2104 (Revision No. 10; Date of Revision: 05/26/2009)
- J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and returned with the bid.*)
- J.2.1 E.E.O. Information and Mayor's Order 85-85
- J.2.3 Tax Certification Affidavit
- J.2.4 First Source Employment Agreement

**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

K.1.1 The bidder, 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 bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.2 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 bidder 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.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**K.3 BUY AMERICAN CERTIFICATION**

Not Applicable

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

Not Applicable

**K.7 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, indicated herein in Section J.

**K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

Not Applicable

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO  
BIDDERS**

**L.1 METHOD OF AWARD**

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

**L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1 Bidders shall submit a signed original and four (4) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCHC-2009-B-4451"**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Bidders 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. Bidders 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.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00 P.M.** (*as specified in Section A.9*) local time on **August 28, 2009** (*as specified in Section A.9*).

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

L.6.1 Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid 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 after receipt.

**L.6.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**L.6.4 Late Modifications**

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

**L.6.5 Late Bids**

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

**L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than fourteen (14) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fourteen (14) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, phone number 202-724-4757, 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, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Office of Contracting and Procurement, that

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.11 BID PROTESTS**

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids 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.

**L.12 SIGNING OF BIDS**

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the

## **DCHC-2009-B-4451**

### **Staffing and Counseling Services**

acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

#### **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

#### **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder 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.16 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.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.16.8** 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.17 PRE-BID CONFERENCE**

A pre-bid conference will be held at **10:00 A.M. on August 25, 2009** at the Office of Contracting and Procurement, Professional Services Conference Room, 441 4<sup>th</sup> Street, NW, Washington, D.C. 20001. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

**L.18 COST AND PRICING DATA CERTIFICATION**

Not Applicable

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**L.19 BIDDER'S WORK EXPERIENCE**

The information requested in this section shall facilitate the evaluation of the Bidder's ability to comply with the required proposed performance schedule, taking into consideration all existing commercial and government business commitments. This includes evidence that the Bidder fully understands the statement of work and has the organizational capacity and resources to accomplish them.

**L.20 BID COSTS**

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

**L.21 ACCEPTANCE PERIOD**

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

**SECTION M – EVALUATION FACTORS**

**M.1 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

**1. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone**

**a. General Preferences**

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

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

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

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

**b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside**

Not Applicable

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside**

Not Applicable

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

Not Applicable

**3. Preference for Joint Ventures Including Businesses located in an Enterprise Zone**

Not Applicable

**4. Vendor Submission for Preferences**

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:

a. Evidence of the vendor's, subcontractors, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

**In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid.**

**DCHC-2009-B-4451**

**Staffing and Counseling Services**

**5. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor’s liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**M.2 EVALUATION OF OPTION YEARS**

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

**M.3. EVALUATION FOR AWARD**

The contract will be awarded to the responsible Bidder whose bid 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.4 TECHNICAL RATING**

The technical rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable
4	Good	Meets 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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

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.5 EVALUATION STANDARDS**

M.5.1 Qualifications of Bidder, including personnel, such as the Treatment Counselor, Program Assistant, and the Admission/Discharge Clerk, to be assigned and past performance.

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

The standard is met when:

- a) The Bidder provides 3 letters of reference from a minimum of 3 Contracts or other contracts in which the Bidder has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Bidder are essentially the same as the required services described in C.3.; and
- b) The Bidder provides a list of three (3) previous or current contracts or contracts for which the Bidder provided identical and similar work within the last five years other than those clients which are providing reference letters as requested above. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person and Title, and Telephone Number and email address, and a copy of the performance evaluation review conducted by the customer.

**M.6 TECHNICAL CRITERIA**

Evaluation factors for award:

The District will make award to the responsible Bidder whose offer conforms to the Invitation for Bids and is most advantageous to the District, cost or price and technical factors listed below considered.

Proposals will be evaluated based on the following technical evaluation factors listed below.

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**M.6.1 TECHNICAL CRITERIA ( 70 Points)**

Qualifications of Bidder, including  
Personnel to be assigned (45 Points)

Provide details of staff required for the proposed project, including, but not limited to qualification and experience.

**Qualifications for Treatment Counselor:**

Candidates must possess the following: 1) either Certified Alcohol and Drug Counselor (CADC) or Certified Clinical Supervisor (CCS) credentials, and registration as Substance Abuse Counselor or Professional Counselor Licensure, and 2) at least three (3) years documented "satisfactory" or "better" work performance. A BA/BS degree in a health-related field is preferred. Provide relevant documentation with the bid.

**Qualifications for Program Assistant:**

Candidates must possess three (3) years specialized experience. Specialized experience is experience that equipped the applicant with the particular knowledge, skills and abilities to perform successfully the duties of the position and that is typically in or related to the position to be filled. Applicant shall have typing proficiency of at least 40 wpm with no more than 3 errors. Provide relevant documentation with the bid.

**Qualifications for Admission/Discharge Clerk:**

H.S. Diploma or GED; two years automated data processing experience; working knowledge of dBASE, Lotus 1-2-3 and WordPerfect and computer skills sufficient to accurately input data and generate reports. Provide relevant documentation with the bid.

Past Performance (25 Points)

In addition to documentation showing evidence of the Bidder's performance, the Bidder is to provide a list of three (3) current or previous clients, including addresses, telephone numbers, and contact persons.

**M.6.2 PRICE CRITERIA ( 30 Points)**

The Bidder 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 Bidder's evaluated price score:

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

**DCHC-2009-B-4451**  
**Staffing and Counseling Services**

**The bid price must include a breakout of personnel to be assigned by personnel classification and hourly rates.**

	<b>Total Points</b>	<b>100 Points</b>
M.6.3	<b>Small Business Enterprise</b>	<b>Points</b>
	Maximum points	<b>12</b>
	<b>General total points</b>	<b>112</b>

M.6.4 **UNBALANCED PRICING**

The District may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items and/or between base and option year quantities. Unbalanced pricing exists when a proposal is based on prices, which are significantly below cost for some line items, and significantly above cost for others.

**M.7 EVALUATION OF OPTION YEARS**

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