

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Department of Health HIV AIDS Administration Business Services			1	67
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCHC-2009-R-0001		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		07/24/09	
7. Issued By:				8. Address Offer to:			
Office of Contracting and Procurement				Office of Contracting and Procurement			
Financial Legal and Consulting				Bid Room			
441 4th Street, NW, Suite 700 South				441 4th Street, NW, Suite 703 South			
Washington, D.C. 20001				Washington, D.C. 20001			
				Attn: Chris Yi			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, N.W., Suite 703 South</u> until <u>2:00pm</u> local time <u>August 17, 2009</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address
		Chris Yi		(Area Code)	(Number)	(Ext)	chris.yi@dc.gov
				202	724-4960		
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						___ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
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)				23. Signature of Contracting Officer (District of Columbia)		24. Award Date	
James H. Marshall							



**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B.1 The Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) HIV/AIDS Administration (HAA) seeks a contractor to provide a range of integrated business services including central administrative and contract administration, meeting and training logistical support, business related, and technical consultation and subject matter expert services to support the operations of the Metropolitan Washington Regional Health Services Planning Council (Planning Council), HIV Prevention Community Planning Group (HPCPG), and other planning boards.

B.2 CONTRACT TYPE

The District contemplates award of cost reimbursement type contract.

B.3 PRICE SCHEDULE – COST REIMBURSEMENT

B.3.1 Base YEAR PERIOD OF PERFORMANCE (Date of award through One Year thereafter)

Contract Line Item Number (CLIN)	Item Description	Not to Exceed Price
0001	Central Administrative and Contract Administration Service as described in Section C.3.1	\$ 145,000.00
0002	Meeting Logistical Support Services as described in Section C.3.2	\$ 292,200.00
0003	Training Logistical Support Services as described in Section C.3.3	\$ 152,250.00
0004	Business Related Activities and Services as described in Section C.3.4	\$ 179,820.00
0005	Technical Consultation and Subject Matter Expert Services as described in Section C.3.5	\$ 178,500.00
Base Year Period of Performance Total Not to Exceed Price		\$ 947,770.00

B.3.2 OPTION YEAR ONE

Contract Line Item Number (CLIN)	Item Description	Not to Exceed Price
0101	Central Administrative and Contract Administration Service as described in Section C.3.1	\$ 145,000.00
0102	Meeting Logistical Support Services as described in Section C.3.2	\$ 292,200.00
0103	Training Logistical Support Services as described in Section C.3.3	\$ 152,250.00
0104	Business Related Activities and Services as described in Section C.3.4	\$ 179,820.00
0105	Technical Consultation and Subject Matter Expert Services as described in Section C.3.5	\$ 178,500.00
Option Year One Period of Performance Total Not to Exceed Price		\$ 947,770.00

B.3.3 OPTION YEAR TWO

Contract Line Item Number (CLIN)	Item Description	Not to Exceed Price
0201	Central Administrative and Contract Administration Service as described in Section C.3.1	\$ 145,000.00
0202	Meeting Logistical Support Services as described in Section C.3.2	\$ 292,200.00
0203	Training Logistical Support Services as described in Section C.3.3	\$ 152,250.00
0204	Business Related Activities and Services as described in Section C.3.4	\$ 179,820.00
0205	Technical Consultation and Subject Matter Expert Services as described in Section C.3.5	\$ 178,500.00
Option Year Two Period of Performance Total Not to Exceed Price		\$ 947,770.00

B.3.4 OPTION YEAR THREE

Contract Line Item Number (CLIN)	Item Description	Not to Exceed Price
0301	Central Administrative and Contract Administration Service as described in Section C.3.1	\$ 145,000.00
0302	Meeting Logistical Support Services as described in Section C.3.2	\$ 292,200.00
0303	Training Logistical Support Services as described in Section C.3.3	\$ 152,250.00
0304	Business Related Activities and Services as described in Section C.3.4	\$ 179,820.00
0305	Technical Consultation and Subject Matter Expert Services as described in Section C.3.5	\$ 178,500.00
Option Year Three Period of Performance Total Not to Exceed Price		\$ 947,770.00

B.3.5 OPTION YEAR FOUR

Contract Line Item Number (CLIN)	Item Description	Not to Exceed Price
0401	Central Administrative and Contract Administration Service as described in Section C.3.1	\$ 145,000.00
0402	Meeting Logistical Support Services as described in Section C.3.2	\$ 292,200.00
0403	Training Logistical Support Services as described in Section C.3.3	\$ 152,250.00
0404	Business Related Activities and Services as described in Section C.3.4	\$ 179,820.00
0405	Technical Consultation and Subject Matter Expert Services as described in Section C.3.5	\$ 178,500.00
Option Year Four Period of Performance Total Not to Exceed Price		\$ 947,770.00

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department of Health (DOH) HIV/AIDS Administration (HAA) seeks a contractor to provide a range of integrated business services including central administrative and contract administration, meeting and training logistical support, business related, and technical consultation and subject matter expert services to support the operations of the Metropolitan Washington Regional Health Services Planning Council (Planning Council), HIV Prevention Community Planning Group (HPCPG), and other planning boards. It is the objective of this procurement to maintain effective business practices to further the District's goals to reduce the burden of HIV/AIDS, STDS, Tuberculosis and Hepatitis epidemics.

C.1.1 APPLICABLE DOCUMENTS

The following Applicable Documents are incorporated into this procurement by this reference. The Contractor shall comply with the most recent and any future versions of all applicable Federal and District of Columbia laws, court orders, regulations, and guidelines related to the delivery of the contract requirements including the following documents:

Document No.	Type	Title	Date/Version
1	DOH Web Site	Metropolitan Washington DC Regional HIV Health Services Planning Council Information <ul style="list-style-type: none"> • Bylaws, Policies and Procedures • Key Roles and Responsibilities • Standing Committees - Meetings, Memberships and Responsibilities • Meeting Minutes • Member List • Planning Council Bylaws • Members' Reimbursement Form http://doh.dc.gov/doh/cwp/view,a.1371,q.602815.asp	Most Recent
2		Metropolitan Washington DC Regional HIV Health Services Planning Council Web Site http://www.doh.dc.gov/rwpc	Most Recent
3	DOH Web Site	HIV Prevention Community Planning Group (HPCPG) Information <ul style="list-style-type: none"> • Members, Meetings, and Membership • Work Plan 2007-2008 • Meeting Calendar Meeting Minutes and Agendas • Committees • Bylaws http://doh.dc.gov/doh/cwp/view,a.1371,q.601184,dohNav_GID,1839,dohNav,%7C33815%7C,.asp	Most Recent

Document No.	Type	Title	Date/Version
4	DOH HAA Policy	Washington DC Regional Eligible Metropolitan Area Comprehensive HIV Care Plan 2009 – 2011 http://doh.dc.gov/doh/cwp/view,A,1371,Q,603809.asp	January 2009
5	Fed. Law	Ryan White Treatment Modernization Act of 2006 (Care Act) and Subsequent Amendments http://hab.hrsa.gov/law/reauth06.htm	2006
6	DOH HAA Report	District of Columbia HIV/AIDS Epidemiology Report Update 2008 http://doh.dc.gov/doh/frames.asp?doc=/doh/lib/doh/pdf/dc_hiv-aids_2008_updatereport.pdf	2008

C.1.2 DEFINITIONS

C.1.2.1 Department of Health (DOH) – The District of Columbia agency with a mission to promote and protect the health, safety and quality of life of residents, visitors and those doing business in the District of Columbia. DOH's responsibilities include identifying health risks; educating the public; preventing and controlling diseases, injuries and exposure to environmental hazards; promoting effective community collaborations; and optimizing equitable access to community resources.

C.1.2.2 HIV/AIDS Administration (HAA) – The HIV/AIDS Administration (HAA) is the core District government agency to prevent HIV/AIDS, STDs, Tuberculosis and Hepatitis, reduce transmission of the diseases and provide care and treatment to persons with the diseases. HAA partners with health and community-based organizations to offer testing and counseling, prevention education and intervention, free condoms, medical support, free medication and insurance, housing, nutrition, personal care, emergency services and more for residents of the District and the metropolitan region. HAA administers the District's budget for HIV/AIDS, STD, Tuberculosis, and Hepatitis programs, provides grants to service providers, monitors programs, and tracks the incidence of HIV, AIDS, STDs, Tuberculosis and Hepatitis in the District of Columbia.

C.1.2.3 District of Columbia HIV Prevention Community Planning Group (CPG) – the CPG comprises people living with HIV/AIDS, those at high risk for HIV, and representatives of affected populations from the community, as well as epidemiologists, behavioral and social scientists, HIV/AIDS service providers, health department staff, and other representatives of organizations that serve persons with, or at risk for, HIV infection. All members work as a team to analyze the course of the HIV epidemic in the District of Columbia, assess and prioritize HIV prevention needs, identify HIV prevention interventions to meet those needs, and develop a comprehensive HIV prevention plan the District of Columbia.

C.1.2.4 Metropolitan Washington DC Regional HIV Health Services Planning Council (Planning Council) – the mission of the Planning Council is to plan for the

comprehensive delivery of HIV/AIDS services, establish priorities and allocation of resources for services within the Eligible Metropolitan Area (EMA), as mandated by Part A of the Ryan White Treatment Modernization Act (or CARE Act) of 2006. Members of the Council comprise government officials, community providers, advocates, and unaffiliated consumers of services funded CARE Act Part A. The Council has standing committees on program topics, data, finance, and separate committees of PLWHs. Council members identify and rank order service priorities and determine allocations. The Council deliberates and sets its final priorities and allocations thus compiling input from each local jurisdiction and each of the PLWHs who are involved in the process.

C.1.2.5 PLA – Person living with AIDS

C.1.2.6 PLWH – Person living with HIV

C.1.2.7 EMA - Eligible Metropolitan Area including District of Columbia, two counties in West Virginia, northern Virginia, and suburban Maryland.

C.1.2.8 STD – Sexually transmitted disease

C.1.2.9 TB - Tuberculosis

C.2 BACKGROUND

C.2.1 INTRODUCTION

The District of Columbia has a high burden of HIV/AIDS, other sexually transmitted diseases (SRD) and Tuberculosis (TB). In the new HIV/AIDS Epidemiology Annual Report Update 2008 (Applicable Document #6), HIV/AIDS impacts 3% of all adults and adolescents living in the District. The U.S. Centers for Disease Control and Prevention and the World Health Organization consider any rate of disease at 1% of the population as a severe and generalized epidemic. HIV/AIDS affects all populations, ages and wards of the city. DOH/HAA describes it as a “modern” epidemic, because of its sheer size and complexity. The District’s epidemic is more diverse than any other jurisdiction as every mode of transmission – heterosexual contact, men who have sex with men and injection drug use – are all being transmitted in large proportions. The District has some of the highest rates of STDs in the United States: twice the national rate of chlamydia, three times of gonorrhea, and seven times for syphilis – with an estimated 90 percent of new syphilis cases affecting gay men. The largest proportion of gonorrhea and chlamydia cases is among adolescents. TB continues to have a major impact, especially on homeless and low income populations. The District’s TB control program reports a rate of just under 10 cases per 100,100 persons, which is more than double the national rate of 4 cases per 100,100 persons.

C.2.2 CURRENT OPERATING ENVIRONMENT

DOH/HAA conducts a wide range of essential and some mandated activities in its efforts to reduce the burden of these diseases on District residents: funding support through grants to community providers for direct services; STD and TB clinical programs for testing and treatment; data collection, analysis and reporting of disease cases and populations; support for community participation through planning and advisory panels, including training, technical and expert assistance; and other consultation and community engagement activities.

C.2.2.1 Metropolitan Washington Regional Health Services Planning Council (Planning Council)

The mission of the Metropolitan Washington Regional Health Services Planning Council is to plan for the comprehensive delivery of HIV/AIDS services and allocation of resources for the Eligible Metropolitan Area (EMA), as mandated by the Ryan White Title I legislation. The Washington, DC Eligible Metropolitan Area (DC EMA) covers more than 6,000 square miles. In order to assure input from all segments of the population, a series of meetings is held within each of the four jurisdictions of the EMA. Members of the Council are comprised of government officials, community providers, advocates, and people living with HIV (PLWH). The Council has standing committees on program topics, data, finance, and a separate committee of PLWHs. Council members identify and rank order service priorities and determine allocations. The Council deliberates and sets its final priorities and allocations thus compiling input from each local jurisdiction and each of the PLWHs who are involved in the process. Information about the Planning Council can be found at Applicable Documents #1 and #2.

C.2.2.2 HIV Prevention Community Planning Group

The HPCPG is the group that guides HIV prevention in the District of Columbia, along with the DOH HAA. Members of the HPCPG include residents of the District who are interested in HIV prevention, researchers and academics, healthcare providers, and staff from community-based organizations. CPG members reflect the diversity of the HIV/AIDS epidemic in the District. Information concerning the CPG can be found at Applicable Document #3.

C.2.3 OBJECTIVES

DOH/HAA does not have sufficient agency staff to conduct all these activities without logistical and business service support. Therefore, DOH/HAA seeks a contractor to provide these critical services to maintain effective business practices to further the District's goals to reduce the burden of HIV/AIDS, STDS, TB and Hepatitis epidemics.

C.3 REQUIREMENTS

The Contractor shall provide DOH/HAA a range of business services to support the Planning Council community planning, training, technical and expert services and community engagement activities. The Contractor shall at a minimum provide the following:

C.3.1 CENTRAL ADMINISTRATIVE AND CONTRACT ADMINISTRATION SERVICES

C.3.1.1 Core Administrative Functions

The Contractor shall perform and provide core central administrative functions to ensure the implementation of the contract's requirements effectively, comprehensively, and efficiently. The Contractor shall at a minimum provide the following:

- a. Administrative management;
- b. Customer service and accountability;
- c. Quality Assurance including complaint resolution;
- d. Internal record keeping including accounting and invoice preparation and submission (G.2.1); and
- e. Project File retention.

C.3.1.2 Project Manager

The Contractor shall designate a project manager(s) to serve as primary contacts and receive direction on activities from the COTR. The Contractor shall designate the Project manager(s) within 5 days from date of award.

C.3.1.3 Project Work Plan

The Contractor shall develop and maintain a Project Work Plan to serve as the primary organizational, scheduling, accountability, and communication tool for the Contractor in the delivery of required services described in C.3.2 – C.3.5.

C.3.1.3.1 The Contractor shall update the Project Work Plan as needed but at a minimum to reflect changes, additions, identification of new tasks requirements as identified by the COTR.

C.3.1.4 Project Meetings

The Contractor shall participate in monthly project meetings with the COTR to discuss and review work to date review, update, and revise the Project Work Plan (C.3.1.3) and the work planned for the remaining of the contract period.

C.3.1.5 Project Reports

The Contractor shall prepare a monthly project report to document and summarize the Contractor's activities for the month as well as provide required supporting documentation for the Contractor's monthly invoice submittal.

C.3.2 MEETING LOGISTICAL SUPPORT SERVICES

The Contractor shall provide logistical support for the Planning Council (Applicable Document # 1 and 2), HPCPG (Applicable Document #3) and other community meetings, including standing committees of the Planning Council and HPCPG as designated by the COTR. The Contractor shall provide at a minimum the following:

C.3.2.1 Meeting Space

The Contractor shall, upon approval by the COTR, arrange meeting space, including rental expense for Planning Council, HPCPG and other community meetings. The Contractor shall provide the COTR confirmed meeting space information within two (2) days of the COTR request.

C.3.2.2 Meeting Notification

The Contractor shall provide members and participants notification of Planning Council, HPCPG and other community meetings as designated by the COTR within 21 calendar days before the meeting date.

C.3.2.3 Meeting Materials

The Contractor shall prepare and distribute meeting materials including photocopying for the Planning Council, HPCPG and other community meetings as designated by the COTR members no later than 7 days before the meeting date. The Contractor shall distribute meeting materials via e-mail or US Postal Service as directed by the COTR.

C.3.2.4 Meeting Minutes

The Contractor shall take meeting minutes, audio record meetings and prepare and distribute minutes of the meetings to members as designated by the COTR within 5 days of the meeting date.

C.3.2.5 On-Site Meeting Support

The Contractor shall provide on-site meeting support the day of meetings to ensure meetings are organized and run smoothly. The Contractor's on-site meeting support shall include at a minimum the coordination of hospitality services, registration and

documentation of meeting attendees, distribution of meeting materials, secure required information technology and audio visual requirements, as requested by the COTR. The Contractor shall identify all on-site meeting support to be provided for each meeting with the Meeting Space information (C.3.2.1) or in accordance with the approved Project Work Plan (C.3.1.3). The Contractor shall provide, as applicable, on-site meeting support the day of the meeting.

C.3.2.6 Meeting Hospitality Services

The Contractor shall provide for hospitality service consisting of refreshment and beverage service for meetings.

C.3.2.7 Meeting Reimbursements

C.3.2.7.1 Child or Dependent Care Services

The Contractor shall provide reimbursement for Eligible Child or Dependent Care Services to members of the Planning Council or HPCPG and to participants in other community meetings as designated by the COTR. The Contractor shall reimburse eligible members consistent with local and federal guidelines and regulations. The Contractor shall reimburse eligible members up to \$5.00 per hour per individual; reimbursements above \$5.00 shall require the approval of the COTR.

C.3.2.7.2 Transportation

The Contractor shall provide reimbursement for transportation to members of the Planning Council or HPCPG and to participants in other community meetings as designated by the COTR. The Contractor shall reimburse eligible members consistent with local and federal guidelines and regulations

C.3.2.7.3 Reimbursement Distribution and Documentation

The Contractor shall distribute meeting reimbursements via US Mail to members and meeting participants within 30 days from the meeting date. In addition, the Contractor shall documents reimbursements distributed in the Contractor's monthly Program Report (C.3.1.5)

C.3.2.8 Meeting Facilitator

The Contractor shall, upon approval by the COTR, provide for a meeting facilitator.

C.3.2.9 Meeting Interpretation Services

The Contractor shall, upon approval by the COTR, provide for interpretation services, including at minimum English – Spanish and American Sign Language.

C.3.3 TRAINING LOGISTIC SUPPORT SERVICES

The Contractor shall provide logistical support for trainings as designated by the COTR. The Contractor shall provide at a minimum the following:

C.3.3.1 Training Space

The Contractor shall, upon approval by the COTR, arrange training space, including rental expense.

C.3.3.2 Training Publicized and Notification

The Contractor shall publicize training and provide training participants notification of Planning Council, HPCPG and other trainings as designated by the COTR within 21 calendar days before the meeting date.

C.3.3.3 Training Materials

The Contractor shall prepare and distribute training materials including photocopying designated by the COTR members no later than 7 days before the training session. The Contractor shall distribute training materials via e-mail or US Postal Service as directed by the COTR.

C.3.3.4 Training On-Site Support

The Contractor shall provide on-site support the day of trainings to ensure training sessions are organized and run smoothly. The Contractor's on-site training support shall include at a minimum the coordination of hospitality services, registration and documentation of training participants, distribution of training materials, secure required information technology and audio visual requirements, as requested by the COTR. The Contractor shall identify all on-site training support to be provided for each meeting with the Training Space information (C.3.3.1) or in accordance with the approved Project Work Plan (C.3.1.3). The Contractor shall provide, as applicable, on-site training support the day of the meeting.

C.3.3.5 Training Hospitality Services

The Contractor shall provide for hospitality service consisting of refreshment and beverage service for trainings.

C.3.3.6 Training Reimbursements**C.3.3.6.1 Child or Dependent Care Services**

The Contractor shall provide reimbursement for Eligible Child or Dependent Care Services to members of the Planning Council, HIV Prevention Community Planning

Group and other training participants as designated by the COTR. The rate shall not exceed \$5.00 per individual in care per hour without prior approval by the COTR.

C.3.3.6.2 Transportation

The Contractor shall provide reimbursement for transportation to members of the Planning Council, HPCPG and other training participants as designated by the COTR for approved trainings.

C.3.3.6.3 Conference Registration Fees

The Contractor shall provide reimbursement for local conference registration fees for the Planning Council and HPCPG, other community members, and Persons Living with AIDS as designated by the COTR for approved expenses.

C.3.3.6.4 Reimbursement Distribution and Documentation

The Contractor shall distribute meeting reimbursements via US Mail to members and meeting participants within 30 days from the meeting date. In addition, the Contractor shall document reimbursements distributed in the Contractor's monthly Program Report (C.3.1.5)

C.3.3.7 Training Subject Matter Experts

The Contractor shall secure the services of one or more subject matter expert to conduct training sessions as designated by the COTR.

C.3.3.8 Training Reports

The Contractor shall prepare a report of the training activity to be sent to training participants within 45 days of the date of the training activity. The report shall include the content of the training session, a copy of materials provided or displayed, a copy of any pre- or post-test, and a summary of an evaluation of the training.

C.3.4 BUSINESS RELATED SERVICES

The Contractor shall provide a range of business related services that support meeting, training and other activities of the Planning Council, HPCPG, and other groups as designated by the COTR. The Contractor shall provide at a minimum the following:

C.3.4.1 Printing Services

The Contractor shall provide, upon approval by the COTR, printing for outreach and promotional materials.

C.3.4.1.1 The Contractor shall provide designed printing materials to the COTR within five (5) days of request. The Contractor shall provide proofs of printing materials requiring design within 14 days of request with materials completed and delivered within 30 days of COTR request.

C.3.4.1.2 The Contractor shall ensure that all printing materials are delivered with specific instructions for “Inside Delivery to Department of Health HIV Administration, 64 New York Ave., NE Attention Michael Kharfen.”

C.3.4.2 Database Services

C.3.4.2.1 The Contractor shall develop and maintain a database of all individuals who are part of each planning group, training or other meetings. The Contractor shall ensure that the database maintains accurate information including at a minimum the following:

- a. Name
- b. Address
- c. Phone number
- d. Cell phone number
- e. e-mail address.
- f. Council, group, subcommittee, or training session the individual is a member of or that the individual has requested routine notification.

C.3.4.2.1.1 The Contractor shall update the database at a minimum monthly and provide the COTR with updates in a format determined by the COTR.

C.3.4.3 Advertising and Multi-media Expenses

The Contractor shall provide advertising and multi-media expenses related to the Planning Council, HPCPG and other groups to promote and increase the awareness and outreach activities and recruitment efforts.

C.3.4.4 Transcription Services

The Contractor shall provide, upon approval by the COTR, transcription services.

C.3.4.5 Other Interpretation Services

The Contractor shall provide, upon approval by the COTR, for other interpretation services including American Sign Language interpreter services not required for meeting or training support.

C.3.4.6 Translation Services

C.3.4.6.1 The Contractor shall provide, upon approval by the COTR, for Spanish or other non-English Language translator services.

C.3.4.6.2 The Contractor shall provide, upon approval by the COTR, for written translation services from English to other non-English languages and from non-English languages to English.

C.3.4.7 Conference Call Services

The Contractor shall provide, upon approval by the COTR, for conference call arrangements on a per-hour, per-caller basis.

C.3.4.8 Other Business Related Services

The Contractor shall, upon the request of the COTR, provide other business related services not associated with meeting or training support including photocopying, audio visual equipment support services as requested by the COTR.

C.3.4.9 Other Reimbursements

The Contractor shall provide, upon approval by the COTR, for other reimbursements to Planning Council, HPCPG, other community members, and Persons Living with AIDS as designated by the COTR for approved expenses not otherwise specified.

C.3.5 TECHNICAL CONSULTATION SERVICES

The Contractor shall provide for a range of technical consultation services to support HAA, the Planning Council, the HPCPG, and other groups. The Contractor shall at a minimum provide for the following:

C.3.5.1 Scope of Technical Consultation Services

The Contractor shall obtain a broad range of technical assistance and consulting services in areas of expertise to include, but not limited to the following:

- a. Evaluation services
 - i. Subject matter experts to conduct evaluation services.
- b. Strategic planning
 - i. Subject matter experts to provide advice, research and assistance in preparing strategic plans. The strategic plans shall involve significant work with the planning body responsible for the strategic plans, and shall be conducted under the general supervision of the COTR.
- c. Coordination of work plans
 - i. Subject matter experts to provide advice and assistance in the coordination of work plans
- d. Assessment of need for services
 - i. Subject matter experts to provide advice, research and assistance in conducting needs assessments

- e. Assessment of administrative efficiency
 - i. Subject matter experts to provide advice, research and assistance in conducting assessment of administrative efficiency
- f. Technical writing
 - i. Technical writing services to prepare documents such as the annual CARE Act Part A application, the periodic Comprehensive Care Plan, the District of Columbia HIV Prevention Plan (including its components – community assessment, gap analysis), technical assistance reports for policy implementation, standards of medical care, among others.
- g. Research
 - i. Research assistant services.

C.3.5.2 Selection and Implementation of Technical Consultation Services

The Contractor, upon written notification from the COTR, shall ensure the competitive selection of consultants to include at a minimum the following;

- a. Develop and finalize description of technical consultation services as needed
- b. Identification of selection criteria
- c. Identify potential consultants from Contractor, COTR, or other interested parties selection as identified by the COTR and obtain a minimum of three (3) quotes or proposals for each technical consultation service needed
- d. Prepare and provide the COTR with recommended selection for each technical consultation service needed including documentation to support the recommendation
- e. Obtain and document the COTR's final selection
- f. Consultants shall work closely with the COTR in preparing a work plan and key deliverables, and shall be expected to provide an oral presentation of the results of the work.

C.3.5.3 Technical Consultation Activities and Strategies

The Contractor shall utilize a range of activities and strategies in the fulfillment of the technical consultation services including but not limited to the following:

- a. Development and implementation of focus groups, including meeting logistics, space arrangements, participant fees, moderators, note-taking and preparation of reports of the activities
- b. Development, distribution, collection and analysis of client satisfaction surveys
- c. Conduct key informant interviews

- d. Review and incorporate information from literature reviews
- e. Conduct data analysis and provide summaries and presentations of findings
- f. The Contractor may be requested to oversee an entire project, including providing logistical and technical support to the consults.

C.3.5.3.1 The Contractor shall document the specific technical consultation services in the Project Work Plan (C.3.1.3) and provide additions, updates, and revisions as HAA's needs and requirements for technical consultation services are identified and refined.

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**SECTION D
PACKAGING AND MARKING**

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

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**SECTION E
INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, (Attachment J.1).
- E.2** The COTR or designee will conduct the inspection and acceptance of services provided.
- E.3** DOH-HAA may also conduct random client surveys.
- E.5** **RIGHT TO ENTER PREMISES**

The Department of Health HIV-AIDS Administration or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under this contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as shall not unduly delay the services.

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SECTION F DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from date of award as specified on page one (1) of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 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 shall 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.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform its tasks and produce the required Deliverables for the review and approval of the COTR by the due dates presented in the table that follows. The Contractor shall provide one (1) hard copy and one (1) electronic copy of each deliverable and provide revisions to Deliverables in accordance with the written comments provided by the COTR.

F.3.1 Central Administrative and Contract Administration

Deliverable Number	Deliverable	Due Date
1	Project Manager as described in C.3.1.2	Within 5 days of Contract Award

Deliverable Number	Deliverable	Due Date
2	Project Work Plan as described in C.3.1.3	Within 5 days of Contract Award
3	Project Work Plan Updates as described in C.3.1.3.1	Within 5 business days of approved revision or update
4	Project Reports as described in C.3.1.5	10 th day of each Month

F.3.2 Meeting Logistical Support Services

Deliverable Number	Deliverable	Due Date
5	Meeting Space as described in C.3.2.1	With 2 calendar days of COTR request
6	Meeting Notification as described in C.3.2.2	At least 21 calendar days prior to the meeting
7	Meeting Materials – Preparation/ Distribution as described in C.3.2.3	At least 7 calendar days prior to the meeting
8	Meeting Minutes as described in C.3.2.4	Within 5 days of the meeting date
9	On-Site Meeting Support – Identification/Implementation as described in C.3.2.5	With 2 calendar days of COTR request or in accordance with Project/ Work Plan Day of meeting
10	Meeting Hospitality Services	1 hour before the start of the meeting
11	Reimbursements – Distribution/ Documentation as described in C.3.2.7.3	Within 30 days of the meeting date/Monthly Project Report
12	Meeting Facilitator as described in C.3.2.8	With 5 calendar days of COTR request
13	Meeting Interpretation Services as described in C.3.2.9	With 2 calendar days of COTR request

F.3.3 Training Logistical Support Services

Deliverable Number	Deliverable	Due Date
14	Training Space as described in C.3.3.1	With 7 calendar days of COTR request
15	Training Publicized and Notification	At least 21 calendar days prior to the training

Deliverable Number	Deliverable	Due Date
16	Training Materials – Preparation/ Distribution as described in C.3.3.3	At least 7 calendar days prior to the meeting
17	On-Site Training Support – Identification/Implementation as described in C.3.3.4	With 2 calendar days of COTR request or in accordance with Project/ Work Plan Day of meeting
18	Training Hospitality Services as described in C.3.3.5	1 hour before the start of the meeting
19	Training Reimbursements Distribution/ Documentation as described in C.3.3.6.4	Within 30 days of the training date/Monthly Project Report
20	Training Subject Matter Experts as described in C.3.3.7	With 7 calendar days of COTR request
21	Training Report as described in C.3.3.8	Within 45 days of the training date

F.3.4 Business Related Services

Deliverable Number	Deliverable	Due Date
22	Printing Services (designed) as described in C.3.4.1	With 5 calendar days of COTR request
23	Printing Services (design required) as described in C.3.4.1	Proof within 14 days of COTR request Final within 30 days of COTR request
24	Database Services as described in C.3.4.2	10 th day of each month
25	Advertising and Multi-media Services as described in C.3.4.3	With 14 calendar days of COTR request
26	Transcription Services as described in C.3.4.4	With 2 calendar days of COTR request/within 30 days from event
27	Other Interpretation Services as described in C.3.4.5	With 2 calendar days of COTR request
28	Non-English Translation Services as described in C.3.4.6.1	With 2 calendar days of COTR request
29	Written Translation Services as described in C.3.4.6.2	With 14 calendar days of COTR request
30	Conference Call Services as described in C.3.4.7	With 2 calendar days of COTR request

Deliverable Number	Deliverable	Due Date
31	Other Business Related Services as described in C.3.4.8	2 days from COTR request
32	Other Reimbursements as described in C.3.4.9	Within 30 days of the training date/Monthly Project Report

F.3.5 Technical Consultation Services

Deliverable Number	Deliverable	Due Date
33	Evaluation Services Subject Matter Experts as described in C.3.5.1 a and C.3.5.2	In accordance with approved Project Work Plan
34	Strategic Planning Subject Matter Experts as described in C.3.5.1 b and C.3.5.2	In accordance with approved Project Work Plan
35	Coordination of Work Plans Subject Matter Experts as described in C.3.5.1 c and C.3.5.2	In accordance with approved Project Work Plan
36	Needs Assessment Subject Matter Experts as described in C.3.5.1 d and C.3.5.2	In accordance with approved Project Work Plan
37	Administrative Efficiency Assessment Subject Matter Experts as described in C.3.5.1 e and C.3.5.2	In accordance with approved Project Work Plan
38	Technical Writers as described in C.3.5.1 f and C.3.5.2	In accordance with approved Project Work Plan
39	Research Assistant services as described in C.3.5.1 g and C.3.5.2	In accordance with approved Project Work Plan
40	Technical Consultation Activities and Strategies as described in C..3.5.3	In accordance with approved Project Work Plan

F.3.1 FIRST SOURCE AGREEMENT

The Contractor shall submit any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 as a deliverable. The Contractor shall not be paid the final payment if the report is not submitted as part of the deliverable.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving authorization by the COTR for ADAP program prescriptions as described below:

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in G.7 below.

The address of the CFO is:

Name: Department of Health
Office of the Chief Financial Officer (CFO)
Address: 825 North Capitol Street, NE, Suite 5100
Washington D.C. 21002
Telephone: 202-442-9069

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

- a. Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- b. Contract number and invoice number;
- c. Description, price, quantity and the date(s) that the supplies or services were delivered or performed including a summary of monthly program activities with date, time and purpose of activity/reference to the appropriate contract line item;
- d. Other supporting documentation or information, as required by the Contracting Officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.1 e above) to be notified in the event of a defective invoice;
- h. Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement (Attachment J.4), final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

The District will pay the Contractor monthly for services accepted

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. The 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

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

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Room 700 South
Washington, D.C. 21001
202-724-4197 (P)
202 727-0245 (F)
jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.
- G.8.3** In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1** The Contracting Officer's Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

G.9.2 The name, address and telephone number of the Contracting Officer Technical Representative is:

Michael Kharfen
Department of Health HIV-AIDS Administration
64 New York, Ave., 5th Floor
Washington D.C. 21002
Phone 202 671-
Fax 202 673-
michael.kharfen@dc.gov

G.9.3 It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

G.9.3.4 Change the period of performance; or

G.9.3.5 Authorize the furnishing of District property, except as specified under the contract.

G.9.4 The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceilings for this contract are set forth in B.3, Price Schedule.

G.10.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in B.3, Price Schedule as set forth in the contract.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

- G.10.4** The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- G.10.5** As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- G.10.6** The District is not obligated to reimburse the Contractor for cost incurred in excess of the cost reimbursement ceiling specified in Section B.3 listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- G.10.7** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in Section B.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 8, dated May 26, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - i. Name;
 - ii. Social Security number;
 - iii. Job title;
 - iv. Hire date;
 - v. Residence; and

- vi. Referral source for all new hires.

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

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

- a. Document in a report to the Contracting Officer its compliance with the Section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:
 - i. Material supporting a good faith effort to comply;
 - ii. Referrals provided by DOES and other referral sources;
 - iii. Advertisement of job openings listed with DOES and other referral sources; and
 - iv. Any documentation supporting the waiver request pursuant to Section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of Section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to Sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.5.4 or whether a waiver of compliance pursuant to Section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section H.5.8.

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

H.6 PROTECTION OF PROPERTY

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

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

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.9.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.9.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the

tenant or retail establishment did not receive direct government assistance from the District;

H.9.8.8 Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.13 AUDITS AND RECORDS

H.13.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.13.2 EXAMINATION OF COSTS

If this is a cost-reimbursement, incentive, time and- materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.13.3 COST OR PRICING DATA

If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine

and audit all of the Contractor's records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

H.13.4 COMPROLLER GENERAL

H.13.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.13.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.13.5 REPORTS

If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

H.13.6 AVAILABILITY

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.13.1 through H.13.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.13.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.x.8, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and- materials, labor hour, or price redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.x.6 of this clause.

H.14 DISTRICT RESPONSIBILITIES

The District, through the COTR, will provide the following:

H.14.1 Review and provide comments on each contract deliverable.

H.14.2 Provide continuous contract performance evaluations and program monitoring.

H.14.3 Maintain adequate liaison and cooperation with the Contractor.

H.14.4 Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and other specific agenda items.

H.15 CONTRACTOR RESPONSIBILITIES

H.15.1 STAFFING

The Contractor shall maintain an adequate staff and overall organizational structure to successfully perform the requirements of the Contract including at a minimum the following:

H.15.2 MANAGEMENT INFORMATION SYSTEM

The Contractor shall possess and maintain an adequate management information system to successfully perform the required services.

H.15.3 QUALITY ASSURANCE AND INTERNAL POLICIES AND PROCEDURES

The Contractor shall possess and maintain adequate quality assurance and internal policies and procedures to ensure the timely and successful delivery of the required services and deliverables.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.2.2 Funds are not presently available for performance under the Contract beyond fiscal year 2009. The Government's obligation for performance of the Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under the Contract beyond fiscal year 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

I.3.1 All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material.

The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of the 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 the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District 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 the Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.5.6.4 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.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless:

I.5.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____ With
_____ (Contractor's Name)

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the 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 the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

- I.7.1** The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7.2 Use subcontractors to provide the Health Care Ombudsman Program services, provided that subcontractors are advocacy organizations affiliated with health providers that exclusively represent the interests of consumers and do not represent a health care Contractor in any dispute. Regardless of whether Contractor utilizes subcontractors, Contractor shall maintain the ultimate responsibility for ensuring that all required obligations described are met.

I.8 INSURANCE

I.8.1 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.

I.8.1.1 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.

I.8.1.2 Commercial General Liability Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1 Million per occurrence limits; \$2 Million 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.

I.8.1.3 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 \$1 Million per occurrence limits; \$2 Million 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.

I.8.1.4 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 Million 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.

I.8.1.5 Workers' Compensation Insurance

I.8.1.5.1 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.

I.8.1.5.2 Employer's Liability Insurance.

The Contractor shall provide employer's liability insurance as follows: \$1 Million per accident for injury; \$1 Million per employee for disease; and \$1 Million for policy disease limit.

I.8.1.6 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows: \$2 Million per occurrence, with the District of Columbia as an additional insured.

I.8.1.7 Professional Liability Insurance (Errors & Omissions)

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

I.8.1.7.1 The policy shall provide limits of \$1 Million per occurrence for each wrongful act and \$1 Million per aggregate for each wrongful act.

I.8.1.7.2 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.

I.8.2 DURATION

Except as proved in I.8.1.6, 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.

I.8.3 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.

I.8.4 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.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

I.11 CONTINUITY OF SERVICES

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

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

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the Contracting Officer's written notice:

- a. Furnish phase- in, phase-out services for up to 90 days after this contract expires and
- b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.11.3 The Contractor shall provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.11.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase- in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.12 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

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

SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract in the order of priority described in I.10.

Attachment	Title
J.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 8 dated May 26, 2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Living Wage Act of 2008 Notice
J.6	Living Wage Act of 2008 Fact Sheet
J.7	Office of Tax and Revenue Tax Certification Affidavit
J.8	Cost/Price Disclosure Certification
J.9	Past Performance Evaluation Form

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that

K.2.1 It operates as:

A corporation incorporated under the laws of the State of:

- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture

K.2.2 If the offeror is a foreign entity, it operates as:

- An individual,
- A joint venture, or
- A corporation registered for business in (Country).

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order.

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

Date, Name, Title, Signature.

K.3.2 Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.5.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- a. Those prices;
- b. The intention to submit a contract; or
- c. The methods or factors used to calculate the prices in the contract.

K.5.1.2 The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

K.5.1.3 No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

K.5.2.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.5.1 above:

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

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

- a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
- b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the offeror deletes or modifies Section K.5.1.2 above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

SECTION L
INSTRUCTION, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and seven (7) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHC-2009-R-0001".

L.2.2 The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5" by 11" bond paper);
- b. Single spaced;
- c. One (1) sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One (1)-inch (or greater) margins;
- f. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a cover letter to accompany its Technical Proposal and Price Proposal. The cover letter shall at a minimum include the following:

- a. Identify the Contact person for the offeror's proposal

- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

L.2.4 The Offeror shall include a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings as provided in the solicitation and page numbers for each.

L.2.5 Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Factors and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.3. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement. The information requested below for the technical proposal shall facilitate evaluation for all proposals.

L.2.6 The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

L.3 PROPOSAL CONTENT AND ORGANIZATION

L.3.1 VOLUME I - TECHNICAL PROPOSAL CONTENT INSTRUCTIONS

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

L.3.1.1 Technical Expertise and Organizational Capability

The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise and organizational capability to provide the required services described in C.3. The Offeror shall provide at a minimum the following information:

- a. A narrative to describe the Offeror's understanding of the District's expected benefits, goals and objectives to be derived from the required services;
- b. A narrative demonstrating the Offeror's understanding of the purpose, role, and composition of the Planning Council and the HPCPG including a discussion of

- the Offeror's knowledge of the solicitation's Applicable Documents (C.1.1) and the application of that knowledge to the successful performance of the required services;
- c. A discussion of the Offeror's overall knowledge and familiarity of the Washington Metropolitan area including resources and sources required to successfully complete the required services such as meeting and training spaces, meeting facilitators, training subject matter experts, technical consultants, interpreter services, and translation services;
 - d. A narrative to describe the Offeror's technical approach and methodology to successfully deliver and implement the required services described in C.3.1 – C.3.5 including objectives that are time-phased and measurable. The Offeror shall at a minimum address the following
 - i. Central Administrative and Contract Administration required services as described in C.3.1 including the designation of the Project Manager, development and updating of project Work Plan, use of Project Meetings, and the on-time delivery of Project Reports.
 - ii. Meeting and Training Logistical Support as describe in C.3.2 and C.3.3 respectively including identification of meeting and training spaces, providing notification of meeting and training dates, development and distribution of meeting materials, hospitality services, process to distribute and document reimbursements provided for meeting and training events, identification and selection of meeting facilitators and training subject matter experts, sign language and interpreter services
 - iii. Business Related Activities as describe in C.3.4 including printing services, database development and maintenance, and advertising and multi-media services
 - iv. Technical Consultation Services including the Offeror's strategy to identify and retain technical consultants in the areas of evaluation services, strategic planning, coordination of work plans, needs and administrative efficiency assessments, technical writing, and research assistance. The Offeror shall also discuss their approach and methodology to provide or deliver technical consulting activities including focus groups, client customer satisfaction surveys, data analysis, and literature review.
 - e. A conceptual Project Work Plan as describe in C.3.1.3.
 - f. Conceptual list of potential meeting facilitators and technical consultants.
 - g. A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3;
 - h. A narrative describing the Offeror's staffing plan and the rationale for the specific labor and labor mix
 - i. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
 - i. Each staff member to perform services under this contract and the corresponding position/title
 - ii. Reporting Lines clearly showing the lines of accountability

- iii. Subcontractors as applicable
- iv. Resumes and brief position description for staff members appearing on organizational chart
- j. A narrative to address the Offeror's financial and infrastructure capacity including capacity to administer a contract of this magnitude, financial resources, diversity of income and monetary reserves to manage large expense items and ensure timely undertaking of contract activities, and internal controls and administrative infrastructure to manage multiple activity requests, ensure accurate accounting of expenses, and timely preparation of deliverables.

L.3.1.2 Past Performance and Previous Experience

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform services similar in size and scope as those described in Section C.3. The Offeror shall provide at a minimum the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in performing services similar in size and scope as the required services described in Section C.3. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences delivering services similar in size and scope as the required services described in Section C.3 and how this experience will enable the Offeror to better perform the required services.
- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
 - i. Name of contracting activity;
 - ii. Contract number;
 - iii. Contract type;
 - iv. Contract duration (or Period);
 - v. Total contract value;
 - vi. Description of work performed;
 - vii. Contact Person name, phone, and e-mail address
- c. Offeror shall submit at a minimum three completed (3) Performance Evaluation Forms provided as Attachment J.9 from the list of contracts identified in L.3.1.2 b above. The Offeror shall provide at a minimum two (2) Performance Evaluation Forms provided as Attachment J.9 for each subcontractor as applicable.
- d. Offerors shall provide three (3) additional business references in which the Offeror has provided services similar to those described in Section C.3 not included in L.3.1.2 b above.
- e. Offerors shall provide a discussion to demonstrate the Offeror's previous experience with the following:

1. Management of extensive, complex, multi-faceted program activities
2. Demonstrated successful interaction with diverse, multi-cultural populations
3. Identification and facilitating subject matter technical expertise and product development, basic research skills (focus groups, surveys, polls) and evaluation for community needs and priorities.

L.3.1.3 Representations, Certifications and other Statements of Offeror

- a. Signed Solicitation and Award (page1)
- b. Attachment J.3 Equal Employment Opportunity Information Report
- c. Attachment J.4 First Source Employment Agreement
- d. Attachment J.7 Tax Certification Affidavit
- e. K.1 Authorized Negotiators
- f. K.2 Type of Business Organization
- g. K.3 Certification as to Equal Opportunity Obligations
- h. K.4 District Employees Not to Benefit Certification
- i. K.5 Certification of Independent Price Determination

L.3.1.2 VOLUME II – PRICE PROPOSAL

The Offeror's Price Proposal shall contain at a minimum the following information:

- a. The Offeror's proposed budget allocations are reasonable and realistic in accordance with the deliverables outlined in the statement of work.
- b. Completed Section B.3 CLIN 0001.
- c. Cost Price Certification (Attachment J.8)

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

L.4.1 Proposal Submission

Proposals must be submitted no later than **2:00 pm August 17, 2009**. Proposals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.4.3 POSTMARKS

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

L.4.4 LATE MODIFICATIONS

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

L.4.5 LATE PROPOSALS

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **4:00pm August 7, 2009**. The District will not consider any questions received after 4:00pm August 7, 2009. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office from the Office of Contracting and Procurement, 441 4th Street, N.W., Suite 700 South, Washington, D.C. 20001, by e-mail, 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 from the 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 that future solicitations are desired the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit a certificate of insurance giving evidence of the required insurance coverage specified in Section I.8 prior to commencing work. to:

Jim Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street NW Suite 700 South
Washington, D.C. 20001

and

Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by e-mail or letter. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The Offeror shall provide the criminal background checks for the Offeror's Key Staff.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity, and business ethics.
- L.19.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.7** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE PROPOSAL CONFERENCE

L.20.1 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference to be held at **2:00pm August 4, 2009** at the Office of Contracting and Procurement 441 4th Street, NW, Room 700. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.20.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than March 9, 2009 in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 KEY PERSONNEL

L.21.1 The District considers the following positions to be key personnel for this contract:

Project Manager

L.21.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included along with the hours in total and by task that each will devote to the contract

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SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Offeror's technical proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

M.3 EVALUATION FACTORS

In accordance with M.1, the District will make an award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.1 TECHNICAL FACTORS

Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.1.1 Technical Expertise and Organizational Capability (0 – 60 Points)**M.3.1.2 Past Performance and Previous Experience (0 – 20 Points)****M.3.2 PRICE (0 – 20 POINTS)**

M.3.2.1 Price evaluations will account for up to twenty (20) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in the Offeror's Price Proposal in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score}$$

M.3.2 PREFERENCE POINTS

Preference Points will be awarded in accordance with Section M.5 below for a total of twelve (12) preference points.

M.3.3 TOTAL POINTS

The total points awarded under the solicitation are 112.

M.4 RESERVED

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 SUBCONTRACTING REQUIREMENTS

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

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

M.5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 APPLICATION OF PREFERENCES

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

M.5.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.2.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

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

M.5.3 **MAXIMUM PREFERENCE AWARDED**

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

M.5.4 **PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

M.5.5 **VENDOR SUBMISSION FOR PREFERENCES**

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

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

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

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

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

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

M.5.6 SUBCONTRACTING PLAN

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.5.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.5.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 COMPLIANCE REPORTS

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

- M.5.7.1** The dollar amount of the contract or procurement;
- M.5.7.2** A brief description of the goods procured or the services contracted for;
- M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.5.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.5.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and
- M.5.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

M.5.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

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

M.5.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.6 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 period. 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.

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Department of Health HIV AIDS Administration

Department of Health HIV AIDS Administration Business Services

Solicitation No.: DCHC-2009-R-0001

Date Issued: 7-24-09

Pre-Proposal Conference: 2:00pm 8-4-09

Deadline for Questions : 4:00pm 8-7-09

Proposal Submission Date: 2:00pm 8-17-09

Prepared BY:
Office of Contracting and Procurement

