

SOLICITATION, OFFER, AND AWARD		1. Caption Marketing and Outreach Initiatives		Page of Pages 1 / 84	
2. Contract Number	3. Solicitation Number DCHT-2010-R-1313	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Funding	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement - Bid Room 441 4th Street, NW, Suite 703 South Washington, D.C. 20001		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00pm local time 07/06/10
(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 Lillian Beavers		B. Telephone		C. E-mail Address lillian.beavers3@dc.gov
	(Area Code) 202	(Number) 724-4349	(Ext)		

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone			17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)		
15 C. Check if remittance address is different from above - Refer to Section G				

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) James H. Marshall	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

DC OCP-209(11-2004)

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B.1 INTRODUCTION

B.1.1 The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Health Care Finance (DHCF) is seeking Contractor(s) to provide the necessary resources, materials and expertise to develop, execute, and implement (1) strategic planning and research; (2) conduct market and outreach initiatives; (3) facilitate programs; (4) provide administrative services and support in support of DHCF programs and initiatives to increase awareness of DHCF programs.

B.2 CONTRACT TYPE

B.2.1 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

B.2.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause described in Section G.12. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of \$975,000 total for each of the CLINs 0001 – 0004. The District will order at least the minimum quantity of \$10,000 total for each of the CLINs 0001 – 0004.

B.2.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the contract's period of performance.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR (DATE OF AWARD THRU 12-MONTHS THEREAFTER)

AGGREGATE AWARD GROUP 1				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0001	Develop an organization-wide communication and outreach strategic plan as described in C.3.1			
0001AA	Executive Director	_____/ Hour	75	\$ _____
0001AB	Senior Manager	_____/ Hour	75	\$ _____
0001AC	Project Manager	_____/ Hour	75	\$ _____
0001AD	Public Relations Specialist	_____/ Hour	75	\$ _____
0001AE	Senior Analyst	_____/ Hour	75	\$ _____
0001AF	Administrative Assistant	_____/ Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 2				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0002	Develop and provide marketing and outreach initiatives as described in C.3.2			
0002AA	Senior Manager	_____/Hour	75	\$ _____
002AB	Project Manager	_____/Hour	75	\$ _____
0002AC	Media Specialist	_____/Hour	75	\$ _____
0002AD	Graphics Illustrator	_____/Hour	75	\$ _____
0002AE	Senior Analyst	_____/Hour	75	\$ _____
0002AF	Public Relations Advisor	_____/Hour	75	\$ _____
0002AG	Editor	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 3				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0003	Develop social marketing education and training programs as described in C.3.3			
0003AA	Project Manager	_____/Hour	75	\$ _____
0003AB	Media Specialist	_____/Hour	75	\$ _____
0003AC	Technical Instructor/Course Developer	_____/Hour	75	\$ _____
0003AD	Public Relations Advisor	_____/Hour	75	\$ _____
0003AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 4				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0004	Provide printing and administrative services and support as described in C.3.4			
0004AA	Project Manager	_____/Hour	75	\$ _____
0004AB	Media Specialist	_____/Hour	75	\$ _____
0004AC	Technical Graphics Illustrator/Artists	_____/Hour	75	\$ _____
0004AD	Printing Supervisor	_____/Hour	75	\$ _____
0004AE	Administrative Aide	_____/Hour	75	\$ _____

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B.3.2 Option Year One

AGGREGATE AWARD GROUP 1				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0101	Develop an organization-wide communication and outreach strategic plan as described in C.3.1			
0101AA	Executive Director	_____/Hour	75	\$ _____
0101AB	Senior Manager	_____/Hour	75	\$ _____
0101AC	Project Manager	_____/Hour	75	\$ _____
0101AD	Public Relations Specialist	_____/Hour	75	\$ _____
0101AE	Senior Analyst	_____/Hour	75	\$ _____
0101AF	Administrative Assistant	_____/Hour	75	\$ _____

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AGGREGATE AWARD GROUP 2				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0102	Develop and provide marketing and outreach initiatives as described in C.3.2			
0102AA	Senior Manager	_____/Hour	75	\$ _____
0102AB	Project Manager	_____/Hour	75	\$ _____
0102AC	Media Specialist	_____/Hour	75	\$ _____
0102AD	Graphics Illustrator	_____/Hour	75	\$ _____
0102AE	Senior Analyst	_____/Hour	75	\$ _____
0102AF	Public Relations Advisor	_____/Hour	75	\$ _____
0102AG	Editor	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 3				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0103	Develop social marketing education and training programs as described in C.3.3			
0103AA	Project Manager	_____/Hour	75	\$ _____
0103AB	Media Specialist	_____/Hour	75	\$ _____
0103AC	Technical Instructor/Course Developer	_____/Hour	75	\$ _____
0103AD	Public Relations Advisor	_____/Hour	75	\$ _____
0103AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 4				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0104	Provide printing and administrative services and support as described in C.3.4			
0104AA	Project Manager	_____/Hour	75	\$ _____
0104AB	Media Specialist	_____/Hour	75	\$ _____
0104AC	Technical Graphics Illustrator/Artists	_____/Hour	75	\$ _____
0104AD	Printing Supervisor	_____/Hour	75	\$ _____
0104AE	Administrative Aide	_____/Hour	75	\$ _____

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B.3.3 Option Year Two

AGGREGATE AWARD GROUP 1				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0201	Develop an organization-wide communication and outreach strategic plan as described in C.3.1			
0201AA	Executive Director	_____/ Hour	75	\$ _____
0201AB	Senior Manager	_____/ Hour	75	\$ _____
0201AC	Project Manager	_____/ Hour	75	\$ _____
0001AD	Public Relations Specialist	_____/ Hour	75	\$ _____
0201AE	Senior Analyst	_____/ Hour	75	\$ _____
0201AF	Administrative Assistant	_____/ Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 2				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0202	Develop and provide marketing and outreach initiatives as described in C.3.2			
0202AA	Senior Manager	_____/Hour	75	\$ _____
0202AB	Project Manager	_____/Hour	75	\$ _____
0202AC	Media Specialist	_____/Hour	75	\$ _____
0202AD	Graphics Illustrator	_____/Hour	75	\$ _____
0202AE	Senior Analyst	_____/Hour	75	\$ _____
0202AF	Public Relations Advisor	_____/Hour	75	\$ _____
0202AG	Editor	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 3				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0203	Develop social marketing education and training programs as described in C.3.3			
0203AA	Project Manager	_____/Hour	75	\$ _____
0203AB	Media Specialist	_____/Hour	75	\$ _____
0203AC	Technical Instructor/Course Developer	_____/Hour	75	\$ _____
0203AD	Public Relations Advisor	_____/Hour	75	\$ _____
0203AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 4				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0204	Provide printing and administrative services and support as described in C.3.4			
0204AA	Project Manager	_____/Hour	75	\$ _____
0204AB	Media Specialist	_____/Hour	75	\$ _____
0204AC	Technical Graphics Illustrator/Artists	_____/Hour	75	\$ _____
0204AD	Printing Supervisor	_____/Hour	75	\$ _____
0204AE	Administrative Aide	_____/Hour	75	\$ _____

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B.3.4 Option Year Three

AGGREGATE AWARD GROUP 1				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0301	Develop an organization-wide communication and outreach strategic plan as described in C.3.1			
0301AA	Executive Director	_____/ Hour	75	\$ _____
0301AB	Senior Manager	_____/ Hour	75	\$ _____
0301AC	Project Manager	_____/ Hour	75	\$ _____
0301AD	Public Relations Specialist	_____/ Hour	75	\$ _____
0301AE	Senior Analyst	_____/ Hour	75	\$ _____
0301AF	Administrative Assistant	_____/ Hour	75	\$ _____

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AGGREGATE AWARD GROUP 2				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0302	Develop and provide marketing and outreach initiatives as described in C.3.2			
0302AA	Senior Manager	_____/Hour	75	\$ _____
0302AB	Project Manager	_____/Hour	75	\$ _____
0302AC	Media Specialist	_____/Hour	75	\$ _____
0302AD	Graphics Illustrator	_____/Hour	75	\$ _____
0302AE	Senior Analyst	_____/Hour	75	\$ _____
0302AF	Public Relations Advisor	_____/Hour	75	\$ _____
0202AG	Editor	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 3				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0303	Develop social marketing education and training programs as described in C.3.3			
0303AA	Project Manager	_____/Hour	75	\$ _____
0303AB	Media Specialist	_____/Hour	75	\$ _____
0303AC	Technical Instructor/Course Developer	_____/Hour	75	\$ _____
0303AD	Public Relations Advisor	_____/Hour	75	\$ _____
0303AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 4				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0304	Provide printing and administrative services and support as described in C.3.4			
0304AA	Project Manager	_____/Hour	75	\$ _____
0304AB	Media Specialist	_____/Hour	75	\$ _____
0304AC	Technical Graphics Illustrator/Artists	_____/Hour	75	\$ _____
0304AD	Printing Supervisor	_____/Hour	75	\$ _____
0304AE	Administrative Aide	_____/Hour	75	\$ _____

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B.3.5 Option Year Four

AGGREGATE AWARD GROUP 1				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0401	Develop an organization-wide communication and outreach strategic plan as described in C.3.1			
0401AA	Executive Director	_____/Hour	75	\$ _____
0401AB	Senior Manager	_____/Hour	75	\$ _____
0401AC	Project Manager	_____/Hour	75	\$ _____
0401AD	Public Relations Specialist	_____/Hour	75	\$ _____
0401AE	Senior Analyst	_____/Hour	75	\$ _____
0401AF	Administrative Assistant	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 2				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0402	Develop and provide marketing and outreach initiatives as described in C.3.2			
0402AA	Senior Manager	_____/Hour	75	\$ _____
0402AB	Project Manager	_____/Hour	75	\$ _____
0402AC	Media Specialist	_____/Hour	75	\$ _____
0402AD	Graphics Illustrator	_____/Hour	75	\$ _____
0402AE	Senior Analyst	_____/Hour	75	\$ _____
0402AF	Public Relations Advisor	_____/Hour	75	\$ _____
0402AG	Editor	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 3				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0403	Develop social marketing education and training programs as described in C.3.3			
0403AA	Project Manager	_____/Hour	75	\$ _____
0403AB	Media Specialist	_____/Hour	75	\$ _____
0403AC	Technical Instructor/Course Developer	_____/Hour	75	\$ _____
0403AD	Public Relations Advisor	_____/Hour	75	\$ _____
0403AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

AGGREGATE AWARD GROUP 4				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity*	Estimated Total Price
0004	Provide printing and administrative services and support as described in C.3.4			
4004AA	Project Manager	_____/Hour	75	\$ _____
0404AB	Media Specialist	_____/Hour	75	\$ _____
0404AC	Technical Graphics Illustrator/Artists	_____/Hour	75	\$ _____
0404AD	Printing Supervisor	_____/Hour	75	\$ _____
0404AE	Administrative Aide	_____/Hour	75	\$ _____

***The Estimated Quantities contained in the Price Schedule are to be used solely for the purpose of evaluating Price Proposals. Individual Task Orders to be issued will contain the appropriate estimated number of hours per position for the task.**

B.4 Any offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The Department of Health Care Finance (DHCF) is seeking a Contractor(s) to develop and implement comprehensive communications, outreach, and social marketing strategies to increase awareness of DHCF services, programs including DC Medicaid, DC Healthy Families, the DC Health Care Alliance (the Alliance), Money Follows the Person (MFP), DC Health Care Ombudsman Office, and any other program or initiative of DHCF.

C.1.1 RESERVED

C.1.2 DEFINITIONS

C.1.2.1 *Department of Health Care Finance (DHCF)* - The Department of Health Care Finance (DHCF), formerly the Medical Assistance Administration under the Department of Health, is the District of Columbia's state Medicaid agency. The mission of DHCF is to improve health outcomes by providing access to comprehensive, cost-effective and quality healthcare services for residents of the District of Columbia. In addition to the Medicaid program, DHCF also administers insurance programs for immigrant children, the State Child Health Insurance Program (S-CHIP or CHIP), the DC HealthCare Alliance (Alliance), the Qualified Medicare Beneficiaries Program and the Healthy DC Program.

C.1.2.2 *DC Medicaid* – DC Medicaid is a healthcare program that pays for medical services for qualified low-income and disabled persons. For those eligible for full Medicaid services, Medicaid pays healthcare providers, which are doctors, hospitals and pharmacies who are enrolled with DC Medicaid.

C.1.2.3 *DC Healthy Families* – The DHCF program that administers CHIP, which is a program to provide enhanced federal matching funds to enable the expansion of health assistance provided to low income children. With DC Healthy Families, the District of Columbia has been able to expand its Medicaid coverage so that all uninsured children in the District who are under 19 years of age that are not currently Medicaid eligible and who live in families with income at or below 200% of the federal poverty level are eligible to enroll in Medicaid by enrolling in DC Healthy Families.

C.1.2.4 *DC Health Care Alliance (the Alliance)* – The DHCF program that offers a full range of health care services for its members. Benefits include: inpatient hospital care, outpatient medical care (including preventive care), emergency services, urgent care services, prescription drugs, rehabilitative services, home health care, dental services, specialty care, and wellness programs. To be eligible, persons

must live in the District of Columbia, have no health insurance (including Medicare and Medicaid), and make less than an established limit.

- C.1.2.5** *Healthy DC* – The DHCF program that provides comprehensive coverage of health care services for residents of the District with incomes up to 400% of the federal poverty guidelines who meet other eligibility requirements.
- C.1.2.6** *Money Follows the Person* – Money Follows the Person is a program that helps people transition from an institution, for example a nursing facility, to community living in an apartment, private home, or small group setting. MFP initiatives increase outreach to individuals in institutions and decrease barriers to transition.
- C.1.2.7** *DC Health Care Ombudsman Office* – The DC Health Care Ombudsman Office represents the interests of all District residents, regardless of insurance status. This office provides information and advocacy on topics such as eligibility for programs, access to health services, insurance coverage, access to prescription drugs, reimbursement for health services and quality of care.
- C.1.2.8** 1115 Waivers - The HIV Section 1115 waiver offers Medicaid coverage to persons who are HIV-positive but who do not yet have AIDS. With eligibility set at 100 percent of the federal poverty level, participants have access to all Medicaid benefits such as pharmaceutical coverage and essential anti retroviral medications.
- C.1.2.9** Provider Relations – Provider relations refers to the interactions, including outreach between healthcare providers (e.g. physicians, hospitals, nursing homes, etc.) and DHCF.
- C.1.2.10** *Social marketing* - Social Marketing, in the public health context, is the use of commercial marketing concepts and tools to persuade people to adopt healthy behavior, including the use of necessary treatment and supportive services. Among the important concepts in social marketing are: influencing specific actions, reaching target populations with culturally and linguistically messages set in a context of the population’s self-perceptions, engaging populations with appealing information, promoting the affordability and availability of programs, responding to individual needs, and changing to meet emerging trends and needs. Other elements include research components to both develop marketing and assess effectiveness, sensitivity to where people get information, and comprehension level.
- C.1.2.11** *Target populations* - DHCF considers the target audience to be all District of Columbia residents. Depending on the program/office being marketed, the target audience may be more specified.
- C.1.2.1** *Print materials* - The materials cover a range of information and promotional items, including brochures, flyers, posters post cards, banners and others.

C.1.2.13 *Print advertising* - This form of material includes advertising in newspapers, newsletters, and public transportation settings (e.g. buses, railcars, bus stop shelters, platform displays, etc.)

C.1.2.14 *Broadcast advertising* - This form of advertising includes produced radio and television spots, on-air scripts for broadcast and cable outlets.

C.2 BACKGROUND

C.2.1 DHCF ORGANIZATION

Formerly the Medical Assistance Administration under the District's Department of Health (DOH), the Department of Health Care Finance (DHCF) became a cabinet level agency October 1, 2008. DHCF's four (4) administrations and the offices within each administration are described below:

- a. Health Care Delivery Management Administration
 1. Office of Managed Care
 2. Office of Chronic and Long Term Care
 3. Office of Preventive and Acute Care
 4. Office of the Ombudsman;
- b. Health Care Accountability Administration
 1. Office of Program Integrity
 2. Office of Quality Management
 3. Office of Utilization Management;
- c. Health Care Policy and Planning Administration
 1. Public Provider Liaison Unit; and
- d. Health Care Operations Administrations
 1. Office of Provider Services
 2. Office of Health Care Innovation.

C.2.2 DHCF Mission

DHCF's mission is to improve health outcomes by providing access to comprehensive, cost-effective, and quality health care services for residents of the District of Columbia.

C.2.2.1 Target Population

DHCF provides health care services to low-income children, adults, the elderly and persons with disabilities. Over 200,000 District of Columbia residents (nearly one third of all residents) receive health care services through DHCF's Medicaid and Alliance programs. The Health Care Ombudsman's office, established in March 2009, represents the interests of all District residents regardless of insurance status.

DHCF strives to provide social marketing in the public health context for services to include but not limited to Medicaid, 1115 Waivers, the Alliance, and Provider Relations, in the most appropriate and cost effective settings possible.

C.2.3 Goals and Objectives

As a new agency with newly established offices, DHCF's anticipates the services to result from this solicitation and resulting contracts and task orders is to increase awareness of DHCF and its programs and services. Additionally, it is the objective that the use of multiple contractors and the issuance of specific task orders will allow DHCF to expeditiously develop and implement the communications and outreach to support the agency's mission efficiently and effectively.

C.3 REQUIREMENTS

The Contractor shall provide the necessary resources, materials, and expertise to execute the mission of social marketing, in the public health care context, defined in C.1 for services as described in C.2.2 and C.2.3. The Contractor shall provide services to include but not limited to the following task to increase the DHCF target population awareness of DHCF programs including, but not limited to DC Medicaid, DC Healthy Families, the DC Health Care Alliance, Money Follows the Person and DC Health Care Ombudsman Office and any other program, service or initiative:

C.3.1 Organization-wide Communication and Outreach Strategic Plan (Aggregate Award Group 1)

The Contractor shall develop and implement comprehensive communications, outreach, and social marketing strategies to increase awareness of DHCF services, programs and support program operations including the following:

C.3.1.1 Work with DHCF to develop an organization-wide communication and outreach strategic plan, which shall include the agency's overall messaging to be leveraged for all agency activities, including, but not limited to plans for marketing, education, training, outreach, and recruitment.

C.3.1.2 Conduct market research to serve as the basis for developing a comprehensive strategic plan and effective messages and communication methods, employing both traditional and new media to relay messages and establish monitoring and performance indicators to measure results of the task orders.

C.3.1.3 Develop culturally-competent and appropriate themes and messaging for the agency and provide support for press and other media activities that address DHCF's target populations. Messages shall be based on market research results, best marketing practices, stakeholder input and the Contractor's program approach.

C.3.1.4 The Contractor(s) shall provide a Project Manager (PM) to coordinate all contract and task order requirements, attend meetings as needed and provide direct contact between COTR and the Contractor. The Project Manager shall be considered essential to the work being performed in C.3.1.

C.3.1.4.2 The Contractor shall ensure the Project Manager shall maintain the qualifications and experience necessary to serve as Project Manager. The Contractor(s) shall provide a copy of the Project Manager's resume.

C.3.1.5 In addition to the Project Manager, the Contractor shall provide at a minimum the following additional staff to successfully perform the required services:

- a. Executive Director
- b. Senior Manager
- c. Public Relations Specialist
- d. Senior Analyst
- e. Administrative Assistant

C.3.1.5.1 The Contractor shall ensure the use of qualified staff and provide a job description to describe each staff members' contribution to the completion of the requirements.

C.3.1.6 The Contractor shall ensure the use and application of project management and quality assurance activities to ensure the efficient and effective delivery of the required services.

C.3.2 Marketing and Outreach Initiatives (Aggregate Award Group 2)

The Contractor shall develop and provide marketing and outreach assistance in support of DHCF and its programs, including, but not limited to, DC Medicaid, DC Healthy Families, the DC Health Care Alliance (the Alliance), Money Follows the Person (MFP), and DC Health Care Ombudsman Office, and any other program or initiative of DHCF including the following:

C.3.2.1 Conduct marketing and outreach initiatives and develop multi-tiered, multi-media public awareness campaigns that incorporate broadcasting, print materials and electronic mediums to ensure an atmosphere of awareness and inclusion from all participants and stakeholders;

C.3.2.2 Develop contract statements of work for advertising and ad placements with local radio and other media outlets. Contractor(s) shall develop plans that include but not be limited to marketing campaign strategy, theme, and identification of radio stations that will air the Public Service Announcement's (PSA's);

C.3.2.3 Provide marketing and outreach support, including but not limited to public affairs, media relations, crisis communications and strategic messaging;

- C.3.2.4** Develop and communicate culturally sensitive messages to the agency’s target audiences as described in C.2. Items to be developed as part of the contract include, but are not limited to strategic planning documents, work plans, budgets, printed materials (e.g. flyers, fact sheets, posters, displays, etc.); Metrorail/Metrobus advertisements; radio advertisements; print advertisements; video public service announcements; etc
- C.3.2.5** Identify organizational entities such as health care facilities, public and private agencies, civic groups, and community and faith-based organizations to participate in the public awareness campaigns;
- C.3.2.6** Develop strategies to ensure communication and outreach to key audiences, including DHCF beneficiaries, providers, payers, advocates and vendors.
- C.3.2.7** Provide a Project Manager (PM) to coordinate all contract and task order requirements, attend meetings as needed and provide direct contact between COTR and the Contractor. The Project Manager shall be considered essential to the work being performed in C.3.1.
- C.3.2.7.1** Ensure the Project Manager shall maintain the qualifications and experience necessary to serve as Project Manager. The Contractor(s) shall provide a copy of the Project Manager’s resume.
- C.3.2.8** In addition to the Project Manager, the Contractor shall provide at a minimum the following additional staff to successfully perform the required services:
- a. Senior Manager
 - b. Media Specialist
 - c. Graphics Illustrator
 - d. Senior Analyst
 - e. Public Relations Advisor
 - f. Editor
- C.3.2.8.1** Ensure the use of qualified staff and provide a job description to describe each staff members’ contribution to the completion of the requirements.
- C.3.2.9** The Contractor shall ensure the use and application of project management and quality assurance activities to ensure the efficient and effective delivery of the required services.

**C.3.3 Social Marketing Education and Training Programs
(Aggregate Award Group 3)**

The Contractor shall develop social marketing education and training programs including at a minimum the following:

C.3.3.1 Design and implement education and training programs in the social marketing context defined in C.1.2.10 to include but not limited to target populations.

C.3.3.2 Provide support, on an as needed basis, for town hall meetings, forums or other event(s) including planning, venue, communications materials, etc.

C.3.3.3 Provide a Project Manager (PM) to coordinate all contract and task order requirements, attend meetings as needed and provide direct contact between COTR and the Contractor. The Project Manager shall be considered essential to the work being performed in C.3.1.

C.3.3.3.1 Ensure the Project Manager shall maintain the qualifications and experience necessary to serve as Project Manager. The Contractor(s) shall provide a copy of the Project Manager's resume.

C.3.3.4 In addition to the Project Manager, the Contractor shall provide at a minimum the following additional staff to successfully perform the required services:

- a. Media Specialist
- b. Technical Instructor/Course Developer
- c. Public Relations Advisor
- d. Administrative Aide

C.3.3.4.1 Ensure the use of qualified staff and provide a job description to describe each staff members' contribution to the completion of the requirements.

C.3.3.5 The Contractor shall ensure the use and application of project management and quality assurance activities to ensure the efficient and effective delivery of the required services.

**C.3.4 Printing and Administrative Services and Support
(Aggregate Award Group 4)**

The Contractor shall provide printing services and administrative support required to fully support the organization-wide communication and outreach strategic plan, marketing and outreach initiatives, and social marketing education and training programs including at a minimum the following:

C.3.4.1 The Contractor shall produce printed materials as defined in C.1.2.12, (full

color and black and white) to include but not limited to flyers, fact sheets; and posters displays for postings in health care facilities, public and private agencies, civic groups, and community and faith-based organizations.

- C.3.4.2** The Contractor shall provide DHCF staff augmentation and/or administrative support as necessary to support communications and outreach activities.
- C.3.4.3** Provide a Project Manager (PM) to coordinate all contract and task order requirements, attend meetings as needed and provide direct contact between COTR and the Contractor. The Project Manager shall be considered essential to the work being performed in C.3.1.
- C.3.4.3.1** Ensure the Project Manager shall maintain the qualifications and experience necessary to serve as Project Manager. The Contractor(s) shall provide a copy of the Project Manager's resume.
- C.3.4.4** In addition to the Project Manager, the Contractor shall provide at a minimum the following additional staff to successfully perform the required services:
- a. Media Specialist
 - b. Technical/Graphics Illustrator/Artists
 - c. Printing Supervisor
 - d. Administrative Aide
- C.3.4.4.1** Ensure the use of qualified staff and provide a job description to describe each staff members' contribution to the completion of the requirements.
- C.3.4.5** The Contractor shall ensure the use and application of project management and quality assurance activities to ensure the efficient and effective delivery of the required services.

**SECTION D
PACKAGING AND MARKING**

This section is not applicable to this procurement.

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**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 INSPECTION AND ACCEPTANCE – GOVERNANCE

The inspection and acceptance requirements for the 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.

E.2 INSPECTION AND ACCEPTANCE – DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer’s Technical Representative (COTR) or his or her duly authorized representative.

E.3 MONITORING OF PERFORMANCE

E.3.1 The District will utilize a variety of methods to determine compliance with Contract requirements and measure the quality of performance.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The term of the Contract shall be for twelve (12) months from date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4) one (1) year Option Periods by written notice to Contractor before the expiration of the Contract; provided that the District shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the contract Close. The preliminary notice does not commit the District to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Office prior to expiration of the Contract.

F.2.2 The price for the Option Period shall be specified in the Contract. The exercise of the option to extend the contract is subject to the availability of funds at the time of the exercise of the option.

F.2.3 The option to extend the term of the contract, as described above in section F.2.1 shall be included for each option period.

F.2.4 The total duration of the contract, including the exercise of any/all options period(s) under Section F.2 shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the required services and tasks and develop and submit the deliverables described in each Task Order issued.

F.3.1 Notice of Disapproval of Deliverables – Resubmission of Deliverables

F.3.1.1 The COTR (or designee) shall provide written notice of disapproval of a Deliverable or report to Contractor within five (5) business days of submission if it is disapproved. Notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.3.1.2 Contractor shall make the corrections and resubmit the Deliverable within ten (10) business days unless otherwise specifically noted in the notice of disapproval.

F.3.2

Any reports required pursuant to Section H.11 of the Fifty One Percent (51%) District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to Contractor shall not be paid.

SECTION G

CONTRACT ADMINISTRATION DATA

SECTION G

CONTRACT ADMINISTRATION

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 a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Darrin Shaffer
Department of Health Care Finance
Office of the Controller/Agency CFO
825 North Capitol St, NE Suite 5135
Washington, DC 20002

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 PARTIAL PAYMENT

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

- a. The amount due on the deliveries warrants it; or
- b. The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - i. "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B.3"; and
 - ii. "Payment will be made on completion and acceptance of each item for which the price is stated separately in the contract".
 - iii. "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - iv. "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."
- c. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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.6.3 SUBCONTRACT REQUIREMENTS

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

James H. Marshall
Contracting Officer
Office of Contracting & Procurement
441 – 4th Street, N.W., Suite 700 South
Washington, D.C. 20001
202 724-4197
jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer (CO) 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 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 for 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 invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

LaShon Beamon
Public Affairs Specialist
Department of Health Care Finance
825 North Capitol Street, N.E. 5th Floor

Suite 5135
Washington, D.C. 20002
Lashon.beamon@dc.gov

- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use 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, may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 RESERVED

G.11 RECOUPMENT

- G.11.1** Contractor shall be responsible for any fines levied against the District by the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) or any other applicable administrative body. Contractor shall also be responsible for the reimbursement of any funds that must be paid back to these bodies as a result of Contractor's performance under the Contract.

- G.11.2** Contractor shall be responsible for any recoupment of funds or sanctions imposed by the federal government to the District that are related to Contractor's non-compliance of any part of the Contract.

G.12 ORDERING CLAUSE

- G.12.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.12.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.12.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 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 Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 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 Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 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 §2-219.01 *et seq.* (“First Source Act”).

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

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;

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

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO 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 CO 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 this contract any decision of the CO 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 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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 \$100,000 or more in a 12-month period.

H.8.2 The 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.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.8.4** The DOES 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.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** 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.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 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. 9 MANDATORY SUBCONTRACTING REQUIREMENTS

H.9.1 For contracts in excess of \$250,000, 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.

H.9.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of the preceding paragraph, 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.

H.9.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

H.10 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.

The prime contractor responding to this solicitation which is required to subcontract 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 is required to subcontract, 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:

- H.10.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2** 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;
- H.10.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.4** 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;
- H.10.5** 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;
- H.10.6** 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;
- H.10.7** 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;
- H.10.8** 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
- H.10.9** 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.

H.11 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:

- H.11.1** The dollar amount of the contract or procurement;
- H.11.2** A brief description of the goods procured or the services contracted for;
- H.11.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- H.11.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.11.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section H.9; and
- H.11.7** 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 H.9.

H.12 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.12.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan, 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.
- H.12.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H. 12.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to

subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 DISTRICT RESPONSIBILITIES

H.13.1 The COTR shall monitor or coordinate contract performance in accordance with the requirements as outlined in the Task Order.

H.13.2 The COTR will approve or disapprove deliverables as specified in the Task Order.

H.13.3 The COTR will approve or disapprove invoices submitted by the Contractor for services and/or materials specified in the Task Order.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 Contractor shall coordinate and provide services in accordance with contract requirements.

H.14.2 Contractor shall clarify duties, roles and procedures associated with the fulfillment of the requirements.

H.14.3 Contractor shall ensure subcontractor performance in accordance with the requirements of the contract, as applicable.

H.14.4 Contractor shall be responsible for payment to subcontractor for services provided in accordance with the requirements of the contract.

H.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The Project Manager (PM) and/or other staff who are essential to the work specified in Section C.3.1 and C.4 is considered to be essential to the work being performed hereunder. Prior to diverting the PM for any reason, Contractor shall notify the Contracting Officer at least thirty (30) days in advance and submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract.

H.16 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract;

(3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.17 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

H.17.1 In accordance with 45 C.F.R. Part 74 (Appendix A), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and Contractors declared ineligible under statutory authority other than E.O. 12549.

H.17.2 Contractors with awards that exceed the simplified acquisition threshold of one hundred thousand dollars (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to the Date of Award of the Contract.

H.18 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED

H.18.1 In accordance with 45 C.F.R. § 74 Appendix A, contracts and sub-grants of amount in excess of one-hundred thousand dollars (\$100,000) shall contain a provision that requires Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. §§ 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended 33 U.S.C. §§ 1251 *et seq.*

H.18.2 Violations shall be reported to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15).

SECTION I

CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

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

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. 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 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, 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 Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or 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, 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 Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 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, for:

I.5.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or,

I.5.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

Contractor hereunder shall not subcontract any of Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer.

Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District,

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

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 contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence, in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease or in the jurisdiction in which the contract is performed.

I.8.1.4 Umbrella or Excess 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 with the District of Columbia as an additional insured.

I.8.1.5 Professional Liability Insurance (Errors & Omissions)

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

The 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.8.6 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.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. Task Orders issued pursuant to IDIQ Contract
- b. Supplies or Services and Price/Cost Section (Section B)
- c. Specifications/Work Statement (Section C)
- d. Special Contract Requirements (Section H)
- e. Deliveries and Performance (Section F)
- f. Contract Clauses (Section I)
- g. Contract Administration Data (Section G)
- h. Inspection and Acceptance (Section E)
- i. Contract Attachments (Section J) in the order they appear

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 Number	Document
J.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Rev. No 6 dated May 26, 2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Performance Evaluation

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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 Standard Contract Provisions (Attachment J.1) "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 Standard Contract Provisions (Attachment J.1)

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.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their Position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award up to two (2) contract(s) for each of the Aggregate Award Groups resulting from this solicitation to the responsible offeror(s) whose offer(s) 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 a contract 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 (1) original and **five (5)** copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal" **for each Aggregate award Group described in B.3 that the offeror would like to respond.** For example, if an Offeror would like to respond to Aggregate Award Group 1 CLIN 0001 - Organization-wide Communication and Outreach Strategic Plan and Aggregate Award Group 3 CLIN 0003 - Social Marketing Education and Training Programs, the Offeror would then submit one (1) original and five (5) copies of the technical and price proposal in response to Aggregate Award Group 1 CLIN 0001 and one (1) original and five (5) copies of the technical and price proposal in response to Aggregate Award Group 3 CLIN 0003.

Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. "DCHT-2010-R-1313- Marketing and Outreach Aggregate Award Group No and Name"**.

L.2.2 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 Criteria 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 the required services. 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 and price proposals shall facilitate the evaluation of all proposals received in each Aggregate Award Group - CLIN.

L.2.3 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 reference to the requirement being addressed.

L.2.4 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the Contract provisions as described in Sections A – M of the solicitation. The Cover Letter shall be signed by an authorized representative of the Offeror's organization.

L.2.5 The Offeror shall prepare a Table of Contents for both the Technical and Price proposals indicating the location of the title of the subheadings and page numbers for each subheading.

L.3 PROPOSAL CONTENT AND ORGANIZATION

**L.3.1 ORGANIZATION-WIDE COMMUNICATION AND OUTREACH STRATEGIC PLAN
AGGREGATE AWARD GROUP 1**

L.3.1.1 Volume I - Technical Proposal Content Instructions

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

L.3.1.1.1 Technical Capability

The information contained in this section shall facilitate the evaluation of the Offeror's technical capability including the Offeror's understanding and approach to successfully perform the required services as described in C.3.1. The Offeror shall provide the following narratives:

- a. Describe the Offeror's understanding of the DHCF's mission (C.2.2) and goals and objectives (C.2.3);
- b. Describe the Offeror's technical approach and methodology to successfully completing the requirements described in Section C.3.1;

- c. Describe examples of the Offeror's work products developing an organization-wide communication and outreach strategic plan, conducting market research to serve as the basis for developing a comprehensive strategic plan and developing culturally-competent and appropriate themes and messaging for the agency;
- d. Discussion of any innovative approaches or methodology the Offeror anticipates utilizing and the expected benefits to be derived from the approach; and
- e. A discussion of the Offeror's project management and quality assurance to be used in the delivery of the required services.

L.3.1.1.2 Past Performance

The Offeror shall include at a minimum the following:

- a. Describe the Offeror's past performance and previous experience providing services similar in size and scope to those described in C.3.1 including but not limited to services for the healthcare industry, healthcare organizations to perform the required services as described in Section C. The Offeror's narrative shall discuss barriers and lessons learned and the application of those lessons to successfully completing the District's requirements.
- b. Provide a list the following information for contracts and subcontracts under which the Offeror has performed work similar to that identified in C.3.1 (please list in order of largest to smallest contract or subcontract value):
 - 1. Name of contracting activity;
 - 2. Contract number;
 - 3. Contract type;
 - 4. Contract duration (or Period);
 - 5. Total contract value;
 - 6. Type of work performed;
 - 7. Contracting Officer's Name, Address and Telephone;
 - 8. Project Manager's Name, Address and Telephone; and
- c. Offeror shall provide at a minimum of three completed Past Performance Evaluation Form attached in Section J.9

L.3.1.1.3 Organization and Staffing

The Offeror shall provide the following:

- a. A discussion of the Offeror's company, including, brief history, number of employees, revenues and offices.
- b. An organizational chart that includes the names and positions of the Offeror's employees to provide or contribute to the services to be

performed under the Contract, the reporting relationships and lines of authority;

- c. The resume for Offeror's Project Manager and other staff;
- d. Position descriptions for each of the Offeror's staff to contribute to the successful completion of the required services;

L.3.1.1.4 Representations and Certifications

The Offeror shall complete and provide the following representations and certifications:

- a. Equal Employment Opportunity Forms, Attachment J.4;
- b. First Source Employment Agreement, Attachment J.5.;
- c. Tax Certification, Attachment J.7;
- d. K.1 Authorized Negotiators
- e. K.2 Type of Business Organization
- f. K.3 Certification Equal Opportunity
- g. K.4 District Employees Not to Benefit
- h. K.5 Certification of Independent Price Determination
- i. K.8 Certification of Eligibility

L.3.1.2 Volume II: Price Proposal

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Completed Section B.3 for the Aggregate Award Group in which the Offeror is responding

L.3.2 MARKETING AND OUTREACH INITIATIVES AGGREGATE AWARD GROUP 2

L.3.2.1 Volume I - Technical Proposal Content Instructions

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

L.3.2.1.1 Technical Capability

The Offeror shall provide at a minimum the following:

- a. Describe the Offeror's understanding of the DHCF's mission (C.2.2) and goals and objectives (C.2.3);
- b. Describe the Offeror's technical approach and methodology to successfully completing the requirements described in Section C.3.2;

- c. Describe examples of the Offeror's work products developing social marketing strategies and outreach technical support, skills in health care and social marketing strategy, creative design, multi-media design, and production;
- d. Discussion of any innovative approaches or methodology the Offeror anticipates utilizing and the expected benefits to be derived from the approach; and
- e. A discussion of the Offeror's project management and quality assurance to be used in the delivery of the required services.

L.3.2.1.2 Past Performance

The Offeror shall include at a minimum the following:

- a. Describe the Offeror's past performance and previous experience providing services similar in size and scope to those described in C.3.2 including but not limited to services for the healthcare industry, healthcare organizations to perform the required services as described in Section C. The Offeror's narrative shall discuss barriers and lessons learned and the application of those lessons to successfully completing the District's requirements.
- b. Provide a list the following information for contracts and subcontracts under which the Offeror has performed work similar to that identified in C.3.2 (please list in order of largest to smallest contract or subcontract value):
 - 1. Name of contracting activity;
 - 2. Contract number;
 - 3. Contract type;
 - 4. Contract duration (or Period);
 - 5. Total contract value;
 - 6. Type of work performed;
 - 7. Contracting Officer's Name, Address and Telephone;
 - 8. Project Manager's Name, Address and Telephone; and
- d. Offeror shall provide at a minimum of three completed Past Performance Evaluation Form attached in Section J.9

L.3.2.1.3 Organization and Staffing

The Offeror shall provide the following:

- a. A discussion of the Offeror's company, including, brief history, number of employees, revenues and offices.
- b. An organizational chart that includes the names and positions of the Offeror's employees to provide or contribute to the services to be performed under the Contract, the reporting relationships and lines of authority;

- c. The resume for Offeror's Project Manager and other staff;
- d. Position descriptions for each of the Offeror's staff to contribute to the successful completion of the required services;

L.3.2.1.4 Representations and Certifications

The Offeror shall complete and provide the following representations and certifications:

- a. Equal Employment Opportunity Forms, Attachment J.4;
- b. First Source Employment Agreement, Attachment J.5.;
- c. Tax Certification, Attachment J.7;
- d. K.1 Authorized Negotiators
- e. K.2 Type of Business Organization
- f. K.3 Certification Equal Opportunity
- g. K.4 District Employees Not to Benefit
- h. K.5 Certification of Independent Price Determination
- i. K.8 Certification of Eligibility

L.3.2.2 Volume II: Price Proposal

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Completed Section B.3 for the Aggregate Award Group in which the Offeror is responding

L.3.3 SOCIAL MARKETING EDUCATION AND TRAINING PROGRAMS – AGGREGATE AWARD GROUP 3

L.3.3.1.1 Technical Capability

The Offeror shall provide at a minimum the following:

- a. Describe the Offeror's understanding of the DHCF's mission (C.2.2) and goals and objectives (C.2.3);
- b. Describe the Offeror's technical approach and methodology to successfully completing the requirements described in Section C.3.3;
- c. Describe examples of the Offeror's work products developed and implemented educational programs and organized and implemented activities and events for social marketing related causes including informational town-hall/community forums/programs for diverse stakeholders;

- d. Discussion of any innovative approaches or methodology the Offeror anticipates utilizing and the expected benefits to be derived from the approach; and
- e. A discussion of the Offeror's project management and quality assurance to be used in the delivery of the required services.

L.3.3.1.2 Past Performance

The Offeror shall include at a minimum the following:

- a. Describe the Offeror's past performance and previous experience providing services similar in size and scope to those described in C.3.3 including but not limited to services for the social marketing related causes for the healthcare industry as described in Section C. The Offeror's narrative shall discuss barriers and lessons learned and the application of those lessons to successfully completing the District's requirements.
- b. Provide a list the following information for contracts and subcontracts under which the Offeror has performed work similar to that identified in C.3.3 (please list in order of largest to smallest contract or subcontract value):
 - 1. Name of contracting activity;
 - 2. Contract number;
 - 3. Contract type;
 - 4. Contract duration (or Period);
 - 5. Total contract value;
 - 6. Type of work performed;
 - 7. Contracting Officer's Name, Address and Telephone;
 - 8. Project Manager's Name, Address and Telephone; and
- c. Offeror shall provide at a minimum of three completed Past Performance Evaluation Form attached in Section J.9

L.3.3.1.3 Organization and Staffing

The Offeror shall provide the following:

- a. A discussion of the Offeror's company, including, brief history, number of employees, revenues and offices.
- b. An organizational chart that includes the names and positions of the Offeror's employees to provide or contribute to the services to be performed under the Contract, the reporting relationships and lines of authority;
- c. The resume for Offeror's Project Manager and other staff;
- d. Position descriptions for each of the Offeror's staff to contribute to the successful completion of the required services;

L.3.3.1.4 Representations and Certifications

The Offeror shall complete and provide the following representations and certifications:

- a. Equal Employment Opportunity Forms, Attachment J.4;
- b. First Source Employment Agreement, Attachment J.5.;
- c. Tax Certification, Attachment J.7;
- d. K.1 Authorized Negotiators
- e. K.2 Type of Business Organization
- f. K.3 Certification Equal Opportunity
- g. K.4 District Employees Not to Benefit
- h. K.5 Certification of Independent Price Determination
- i. K.8 Certification of Eligibility

L.3.3.2 Volume II: Price Proposal

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Completed Section B.3 for the Aggregate Award Group in which the Offeror is responding

L.3.4 PRINTING AND ADMINISTRATIVE SERVICES AND SUPPORT - AGGREGATE AWARD GROUP 4

L.3.4.1.1 Technical Capability

The Offeror shall provide at a minimum the following:

- a. Describe the Offeror's understanding of the DHCF's mission (C.2.2) and goals and objectives (C.2.3);
- b. Describe the Offeror's technical approach and methodology to successfully completing the requirements described in Section C.3.4;
- c. Provide a minimum of three (3) and a maximum of five (5) work products producing color and black and white as well as full color flyers, fact sheets; and posters displays for postings in health care facilities, public and private agencies, civic groups, and community and faith-based organizations;
- d. Discussion of the Offeror's Demonstrated knowledge of local print, radio, television and advertising platforms.
- e. Discussion of any innovative approaches or methodology the Offeror anticipates utilizing and the expected benefits to be derived from the approach;
- f. A discussion of the Offeror's project management and quality assurance to be used in the delivery of the required services.

L.3.4.1.2 Past Performance

The Offeror shall include at a minimum the following:

- a. Describe the Offeror's past performance and previous experience providing services similar in size and scope to those described in C.3.4 including but not limited to services for the healthcare industry, healthcare organizations to perform the required services as described in Section C. The Offeror's narrative shall discuss barriers and lessons learned and the application of those lessons to successfully completing the District's requirements.
- b. Provide a list the following information for contracts and subcontracts under which the Offeror has performed work similar to that identified in C.3.4 (please list in order of largest to smallest contract or subcontract value):
 1. Name of contracting activity;
 2. Contract number;
 3. Contract type;
 4. Contract duration (or Period);
 5. Total contract value;
 6. Type of work performed;
 7. Contracting Officer's Name, Address and Telephone;
 8. Project Manager's Name, Address and Telephone;and
- c. Offeror shall provide at a minimum of three completed Past Performance Evaluation Form attached in Section J.9

L.3.4.1.3 Organization and Staffing

The Offeror shall provide the following:

- a. A discussion of the Offeror's company, including, brief history, number of employees, revenues and offices.
- b. An organizational chart that includes the names and positions of the Offeror's employees to provide or contribute to the services to be performed under the Contract, the reporting relationships and lines of authority;
- c. The resume for Offeror's Project Manager and other staff;
- d. Position descriptions for each of the Offeror's staff to contribute to the successful completion of the required services;

L.3.4.1.4 Representations and Certifications

The Offeror shall complete and provide the following representations and certifications:

- a. Equal Employment Opportunity Forms, Attachment J.4;
- b. First Source Employment Agreement, Attachment J.5.;
- c. Tax Certification, Attachment J.7;
- d. K.1 Authorized Negotiators
- e. K.2 Type of Business Organization
- f. K.3 Certification Equal Opportunity
- g. K.4 District Employees Not to Benefit
- h. K.5 Certification of Independent Price Determination
- i. K.8 Certification of Eligibility

L.3.4.2 Volume II: Price Proposal

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Completed Section B.3 for the Aggregate Award Group in which the Offeror is responding

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 **2:00pm July 6, 2010**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO 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 and time 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating 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 June 24, 2010. The District will not consider any questions received after 4:00pm June 24, 2010. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, James H. Marshall by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO 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 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the

time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §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 §2-534(a)(1).

L.15 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

James H. Marshall
441 4th Street, NW Room 700 South
Washington, DC 20001
202 724-4197
Jim.marshall@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

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

L.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.18.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in

D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.18.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

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

L.20 GENERAL STANDARDS OF RESPONSIBILITY

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

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

L.20.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

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

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

- L.20.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.21 PRE-PROPOSAL CONFERENCE

L.21.1 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference on **Tuesday, June 22, 2010 at 11:00 am at 825 N. Capitol St, NE Washington, DC Conference Room 4131 (4th Floor)**. 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.21.2 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 two (2) business days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the DHCF website at www.dhcf.dc.gov.

L.22 KEY PERSONNEL

L.22.1 The District considers the position of Project Manager to be Key Personnel for this Contract. The offeror shall designate other key personnel in accordance with Task Order requirements prior to award of Task Order. Project Manager shall designate key personnel for each Task Order awarded. Project Manager shall provide resume's for designated key personnel prior to award of Task Order.

L.22.2 In accordance with this RFP, Offeror shall set forth in its proposal the names and reporting relationships of the Key Personnel identified in Section H.13 that Offeror will use to perform the work under the Contract.

L.22.3

In proposed Task Orders Offeror shall provide Key Personnel, attach their resumes and describe the hours that each will devote to the Task Order, in total and broken down by task.

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 SCALE

M.2.1 The Offeror's 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 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.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant sub-factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 40 or 32.

M.3 EVALUATION FACTORS

Proposals received in each Aggregate Group will be evaluated based on the following technical evaluation factors:

Technical Capacity 0 – 30
Past Performance 0 – 20
Organization and Staffing 0 – 30
Price 0 - 20

M.3.3 EVALUATION CRITERIA

M.3.3.1 Technical Capability

The information contained in this section shall facilitate the evaluation of the Offeror's technical capability including the Offeror's understanding and approach to successfully perform the required services as described in C.3.2.

M.3.3.2 Past Performance

The information requested in this section shall facilitate the evaluation of the Offeror's past performance and previous experience providing services similar in size and scope to those described in C.3 including but not limited to services for the healthcare industry, healthcare organizations to perform the required services as described in Section C.

M.3.3.3 Organization and Staffing

M.3.3.4 Price Factor 20

M.3.4.1 Price factor will account for up to ten (10) points of the total score. The Offerors price will be evaluated separately. Unlike the technical evaluation, the price evaluation will be objective. The Offeror with the lowest average labor rate will receive the maximum points. All other proposals will received a proportionately lower total score.

M.3.4.2 Actual points assigned to each Offeror in this category will be based on the estimated hours and the Offeror's labor rates as provided in the Offeror's Price Schedule in Section B.3 and the use of the formula below. The estimated quantities used to develop the price is for evaluation purposes only. Individual task orders with the appropriate number of hours will be issued for each task order.

$$\frac{\text{Lowest Price Proposal}}{\text{Total Price of Proposal being Evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.5 Preference Points will be awarded in accordance with Section M.5 below.

M.4 Evaluation of Option Years

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

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 APPLICATION OF PREFERENCES

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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 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.5.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

M.5.4 VERIFICATION OF OFFEROR’S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 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.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.