

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption IV-E Automated Claiming System			Page of Pages 1   71	
2. Contract Number	3. Solicitation Number DCRL-2014-R-0037		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. Date Issued 2/20/14	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By: Child and Family Services Agency Office of Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003			8. Address Offer to: Child and Family Services Agency Office of Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003			

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the Office of Contracts and Procurement Administration at 200 I Street, S.E, Suite 2031 at 2:00 p.m. local time on 3/12/14.  
(Hour) (Date)

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

10. For Information Contact	A. Name		B. Telephone			C. E-mail Address
	Calvin L. McFadden	(Area Code) 202	(Number) 724-7645	(Ext) N/A	Calvinl.mcfadden@dc.gov	

**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	48
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	54
X	D	Packaging and Marking	18	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19	X	K	Representations, certification and other statements of offerors	55
X	F	Period of Performance/Deliverables	20				
X	G	Contract Administration Data	21	X	L	Instructions, conditions & notices to offerors	60
X	H	Special Contract Requirements	26	X	M	Evaluation factors for award	67

**OFFER**

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G	17. Signature	18. Award Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

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

Government of the District of Columbia  
Child and Family Services



**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The District of Columbia Contracts and Procurement Administration, on behalf of the Child and Family Services Agency (CFSA) is seeking a contractor to develop and implement an IV-E Automated Claiming System.
- B.2** The District contemplates award of a fixed unit price requirement contract.
- B.3** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source. 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.
- b) 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 one (1) year from date of award.

**B.5 PRICE SCHEDULE | COST SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
0001	<b>Develop and Implement a Title IV-E Data and Automated Claiming System in accordance with Statement of Work (SOW) and Requirements as delineated in Sections C.5.1 through C.5.10.7.5</b>	Lot	Lot	\$
<b>Total Amount</b>				\$

B.5.1 An 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.9.1.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Child and Family Services Agency (CFSA) is seeking the services of a contractor to develop and implement a successful and effective web-based information technology solution for the automation of the CFSA Title IV-E claim, and to capture service, expenditure and outcome data associated with CFSA programs of which claiming is based, such as the Title IV-E Waiver demonstration project, and contracted provider data. The Contractor shall provide expert technical assistance and strategic support, as well as quality assurance oversight to improve the outcome of this critical information technology project by providing regular and periodic assessments of the project as it progresses through the system development lifecycle.

The Contractor shall provide ongoing technical assistance to CFSA to ensure the system is in compliance with federal regulations, particularly as it pertains to consistent documentation of service provision and outcome measurements which serve as accurate source data for waiver evaluation purposes. The Contractor shall ensure that the system successfully interfaces with the Agency's State Automated Child Welfare Information System (SACWIS) referred to as FACES, the District Government's Office of Chief Technology Office (OCTO), the District Government's System of Accounting Record (SOAR), the Agency's Public Administration Cost Allocation Plan (PACAP), the Agency's automated Random Moment Sampling (RMS) system, PeopleSoft, Procurement Automated Support System (PASS) CFSA or District government systems and data as appropriate. The system shall be federally compliant and include a multi-level contractor-based and District-based quality assurance system, as well as annual training. The Contractor shall be responsible for satisfying all of the requirements detailed in this Request-for Proposals (RFP) and supplemental attachments.

Offerors shall submit responses based on their methodology and experience, but the District of Columbia expects to see some key areas covered in the response.

Key work responsibilities involve:

- Delivering a web-enabled solution that meets all requirements of the RFP;
- Developing and delivering complete functionality using an iterative methodology;
- Developing a plan for the project that consists of system analysis and design responsibilities, development responsibilities, system integration (or interface) responsibilities, testing responsibilities, training responsibilities, a training plan, an implementation plan, operational support, support transition, and a project schedule at a minimum. The plan(s) should include organizational, procedural, high level and detailed activities/tasks, timeframes, resources, priorities, risks, risk mitigation strategies, issues and other related information required to successfully complete the solution; and
- Identifying all methodologies, tools, techniques, resources and other components required for successful implementation and ongoing support.

As part of the Project, the Contractor must license or arrange for the licensing of certain commercial software products (“Commercial Software”) to the District. Commercial Software is software sold in the marketplace in substantial quantities in a substantially unaltered form from one transaction to another and that is maintained through a support program that includes regular updates and new releases. It may also include freeware, such as GNU software, if made generally available in the marketplace, even though such does not precisely meet the above definition. It does not include shells, subroutines, and similar stock bits of software that are not made generally available to the marketplace but that the offeror or others routinely incorporate into otherwise custom work. The solution is considered a key application (“Key Commercial Software”). It must meet the above definition for Commercial Software, and the offeror must offer to license it or arrange for the licensing of it to the District of Columbia through a license agreement. Other Commercial Software necessary for the offeror to complete the Project may be licensed to the District under the terms of the District or the applicable software marketer’s standard commercial license if the District and the software marketer negotiate acceptable changes to the commercial license. The contractor is responsible for the cost and performance of all software (COTS and or proprietary) necessary for the successful implementation of the system during the contract period.

**C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>
<b>1</b>	<b>HIPAA Regulations</b>	<b>Health Insurance Portability and Accountability Act</b>
<b>2</b>	<b>Social Security Act</b>	<b>Title IV-E</b>
<b>3</b>	<b>Code of Federal Regulations</b>	<b>45 CFR 1356: Requirements Applicable to Title IV-E</b>
<b>4</b>	<b>DCA Manual</b>	<b>Division of Cost Allocation Best Practices Manual for Reviewing Public Assistance Cost Allocation Plans</b>
<b>5</b>	<b>State Plan</b>	<b>Title IV-E State Plan</b>

**C.3 DEFINITIONS**

**C.3.1 State Automated Child Welfare Information System (SACWIS)** – SACWIS data are used to support the State’s policy and practice and their data requirements and Federal reporting, such as Adoption and Foster Care Analysis and Reporting System (AFCARS), National Youth and Transition Database (NYTD), National Child Abuse and Data Set (NCANDS) and the Child and Family Services Review (CFSR) process. In the District, the SACWIS is known as FACES.

**C.3.2 Cost Allocation Plan** – Cost Allocation is the method for determining how costs associated with system development are shared across different programs or funding sources. Factors to consider when developing a cost allocation methodology include analyzing system data

elements; evaluating the specific functions to be programmed into the system; examining the caseloads of the programs to be served; and projecting the level of effort in the design or programming activity.

**C.3.3 Random Moment Time Study** – Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Tribal Governments, requires that when an employee's time is devoted to more than one federal and/or state program, the cost of the employee charged to each program must be documented by a time report or other approved method that provides an equitable allocation of cost. RMTS is a:

(1) statistical tool for estimating the distribution of employee time to estimate the total distribution of employee time District-wide to document and support claims for federal matching funds; and

(2) survey of random responses from sampled employees identifying the task engaged in at a specific date and time.

**C.3.4 Eligibility Determination** – A process required to establish the eligibility of children in the placement and care of CFSA through a systematic review of each case's adherence to specific Title IV-E criteria set forth in federal regulations and local legislation, regulations, and Agency policy as compiled in the District of Columbia Title IV-E State Plan. This process involves an eligibility determination entered in FACES, supplemented by supporting hard copy documentation.

**C.3.5 Eligibility Redetermination** – the process of acquiring and reviewing all necessary information and taking such other actions as may be necessary to decide whether a child continue to be eligible for Title IV-E or has reestablished his/her eligibility and entering data related to the review in FACES to ensure an Eligibility Redetermination decision, and supplemental by supporting hard copy documentation.

**C.3.6 Foster Care** – 24-hour substitute care for children placed away from their parents or guardians and for whom CFSA has responsibility for placement and care. Under an open-ended entitlement program, federal reimbursement to states is available for a portion of the costs of children determined to be eligible who are placed in out-of-home care under the responsibility of CFSA pursuant to a court order or voluntary placement agreement.

**C.3.7 Adoption Assistance** – A subsidized adoption program which provides subsidies to adoptive parents to encourage the adoption of special needs children in foster care. The program was created to ensure that special needs children who are difficult to place in adoptive homes do not remain in foster care solely for financial reasons.

**C.3.8 Guardianship** – The Title IV-E Guardianship Assistance Program (GAP) is a formula grant that helps States which opt to provide guardianship assistance payments for the care of children by relatives who have assumed legal guardianship of eligible children for whom they previously cared as foster parents.

**C.3.9 State Plan** - there is a separate State Plan for Title IV-E and Medicaid. These State Plans are

formalized documents which include procedures for implementing State policy and for the allocation of necessary resources. The State Plan is the guidance to administer the programs (Title IV-E or Medicaid) in accordance with the provisions included in the State Plan.

- C.3.10 Title IV-E Adoption Assistance Payments** – funds paid to adoptive parents of children with special needs in accordance with the provisions set forth in 42 U.S.C. § 673.
- C.3.11 Title IV-E Foster Care Maintenance Payments** - as defined in 42 U.S.C. § 675(4)(A), payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child’s personal incidentals, liability insurance with respect to a child, and reasonable travel to the child’s home for visitation. In the case of institutional care, such term shall include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence.
- C.3.12 Title IV-E Guardianship Assistance Payments** - Funds paid to kinship guardians of children who had been the responsibility of the Title IV-E agency in accordance with the provisions set forth in 42 USC, § 673(d).
- C.3.13 Title IV-E of the Social Security Act (Title IV-E), or Title IV-E Foster Care, Adoption Assistance or Guardianship Assistance Program, or Title IV-E Foster Care, Adoption Assistance and Guardianship Assistance** - the federal program codified at 42 U.S.C. §§671 et seq, which provides financial reimbursement to the State for the costs associated with foster care, adoption assistance and guardianship assistance provided to children who meet eligibility criteria.
- C.3.14 Title XVI of the Social Security Act (Title XVI), or Supplemental Security Income for the Aged, Blind and Disabled Program (SSI)** - the federal program codified at 42 U.S.C. §§1381 et seq., which provides benefits to individuals who meet eligibility criteria specified in the statute and regulations.
- C.3.15 Title XIX – Title XIX of the Social Security Act (42 U.S.C. § 1396)**, also referred to as Medicaid.
- C.3.16 U.S. Department of Health and Human Services (DHHS)** – the principal agency of the United States government responsible for the administration and oversight of federal programs for health and human services, including, Titles IV-D, IV-E, XIX and XXI.
- C.3.17 U.S. Department of Health and Human Services (DHHS) – THE PRINCIPAL AGENCY OF THE United States government** responsible for the administration and oversight of federal programs for health and human services, including, Titles IV-D. IV-E and XXI.

## **C.4 BACKGROUND**

- C.4.1** CFSA is charged with protecting children and youth from abuse and neglect, while ensuring a safe, permanent placement for those removed from their homes that can effectively support them. Many of the services required to meet this charge, including but not limited to room and board payments, social work interventions, case management services, rehabilitation services,

and adoption assistance are reimbursable through Medicaid (Targeted Case Management and Health and behavioral health services) and Title IV-E (Foster Care, Adoption Assistance, and Guardianship). On average, approximately half of all children in District foster care are case managed by contracted private providers throughout the city. These contracted private providers enter case notes and other critical data into the CFSA SACWIS system, FACES. Monthly and quarterly contracted private provider expenditure data, however, is submitted separately via a spreadsheet. In order to claim reimbursement for the associated costs for these services, CFSA must document the child's eligibility via a determination (Title IV-E) or review (Medicaid), and submit a claim in the appropriate format.

While CFSA continues to claim Title IV-E adoption assistance, guardianship, and Medicaid health screenings, the Agency has obtained approval to undertake a child welfare waiver demonstration project under the authority of Section 1130 of the Social Security Act. Under the waiver, CFSA will operate a demonstration which will be implemented district-wide to a target population which will include all title IV-E eligible and non-title IV-E eligible children and families involved with CFSA that are receiving in-home services; are placed in out-of-home care with a goal of reunification or guardianship; or include families who come to the attention of CFSA and are diverted from the formal child welfare investigation track to community-based services (Family Assessment). The services will be delivered primarily through the implementation of the following two core interventions under the demonstration:

- a) Homebuilders, which is an intensive in-home crisis intervention, counseling, and life-skills education intervention for families with children at imminent risk of removal. The priority target population for this intervention is families with children ages 0–6.
- b) Project Connect, which is an intensive in-home services intervention for child-welfare involved, high-risk families affected by parental substance abuse, mental health issues, and domestic violence. The priority target population for this intervention is families with children in out-of-home care for 6–12 months with the goal of reunification.).

#### C.4.2 Title IV-E Foster Care, Adoption Assistance, and Guardianship Claiming

As the Contractor will be required to develop and implement a system to facilitate CFSA's Title IV-E administrative claim, it is important to understand the foundation of the claim (and associated services), as well as the current process on which the claim is based.

CFSA provides Foster Care services to approximately 3,011 children – approximately 1,198 children receive out-of-home Foster Care services and 1817 children receive in-home services. In addition, CFSA makes Adoption Assistance subsidy payments to approximately 1,613 children; and 854 Guardianship subsidy payments to children. The documentation (e.g. court orders, removal from a specified relative, AFDC eligibility, licensed placement) which is required to conduct eligibility determinations for Foster Care, Adoption Assistance, and Guardianship is maintained in a hardcopy, paper file by CFSA or its agents, the Superior Court for the District of Columbia and in FACES. This documentation serves as the basis for eligibility determinations which are completed for new removals (and annual redeterminations). On a quarterly basis, CFSA submits a claim to the Department of Health and Human Services (DHHS) Administration for Children and Families (ACF) for reimbursement of associated costs under Title IV-E for the eligible cases. CFSA may not include in the claim those cases for which an eligibility determination has not been made or those cases that have been determined

ineligible.

CFSA’s Community Partnerships serves approximately 2300 children and families in the community are served via CFSA’s partnership with Healthy Families/Thriving Communities Collaborative. The Collaborative partners provide or facilitate a variety of services (such as emergency assistance, family preservation services, homemaker services, and financial guidance and skill building) families to help prevent abuse and neglect, and possible entry into foster care. Much of the Collaborative data is stored in their own information system. On a quarterly basis, Collaborative expenditure data is submitted separately via a spreadsheet.

Administrative claiming: Federal matching funds for other Title IV-E agency administrative expenditures for foster care and adoption assistance under Title IV-E. Federal financial participation is available at the rate of fifty percent (50%) for administrative expenditures necessary for the proper and efficient administration of the Title IV-E plan. The State's cost allocation plan shall identify which costs are allocated and claimed under this program. The determination and redetermination of eligibility, fair hearings and appeals, rate setting and other costs directly related only to the administration of the foster care program under this part are deemed allowable administrative costs under this paragraph. They may not be claimed under any other section or Federal program. The following are examples of allowable administrative costs necessary for the administration of the foster care program: (i) Referral to services; (ii) Preparation for and participation in judicial determinations; (iii) Placement of the child; (iv) Development of the case plan; (v) Case reviews; (vi) Case management and supervision; (vii) Recruitment and licensing of foster homes and institutions; (viii) Rate setting; and (ix) A proportionate share of related agency overhead; (x) Costs related to data collection and reporting.

**C.4.3 Current Process for IV-E Administrative Claim**

**C.4.3.1 Required Data and Data Sources**

The Quarterly Title IV-E claim is submitted on Administration for Children and Families Form CB-496 with supporting documentation as required.

<b>tem No.</b>	<b>Data</b>	<b>Data Source</b>
<b>1</b>	Eligibility data for the calculation of “Penetration Rate Reports”	FACES: CFSA
<b>2</b>	Personnel Services (PS), Non-Personnel Services (NPS), Intra-District expenditures	SOAR: Office of Chief Financial Officer
<b>3</b>	Random Moment Sample (RMS) allocation	e-Sivic RMS: Sivic Solutions
<b>4</b>	CFSA “Central Services” costs	A copy of the most recent federally approved “Central Services” cost allocation plan

#### C.4.3.2 Administration Claiming – Current Quarter for Foster Care, Adoption Assistance and Guardianship

The PACAP is a series of inter-connected worksheets for entry of all IV-E Administration claiming data which also contains a roll-up TAB aligned with the Administration for Children and Families (ACF) quarterly claiming report CB 496 Reporting requirements, except for Section D entries, (see attachment 1). The following sections document the responsibilities/activities of CFSA staff in populating the PACAP. Because of certain carry-over functionality, the process begins with copying the previous quarter's PACAP for use in the current quarter.

**C.4.3.3 Personnel Services Costs (PS)** – The preparer receives the SOAR/PeopleSoft Report “SP485” from the AFO Budget Office at the conclusion of each Quarter. The report is filtered by check date with federal Capped Grant and Private Grant expenditures removed by the IV-E claim preparer. The edited “SP485” data is entered in the PACAP Tab entitled “PS”. Using a “V-Look-up” logic, PS payments are matched to their “Plan Section” as identified in the previous quarter. Unmatched payments are identified. Using HR’s “Selection Memos”, the most current Organizational Chart, and the most recent phone directory, staff who are populating the PACAP (under the general direction of the BSA Program Manager) identify a “Plan Section” for new employees and modifies the “Plan Section” for transferred employees. In addition, payments for individuals in “New Worker Training” are identified as “New Worker Training” in a uniquely created “Plan Section” as are expenditures for “Severance Payments”. PS costs, as adjusted above, populate to the Data Entry & FTE” Tab (lines 12-52) where Unit costs are aggregated for subsequent allocation.

**C.4.3.4 Non-Personnel Service Costs (NPS)** – The preparer receives a quarterly Ad Hoc SOAR report of NPS costs from the AFO Accounting Office. As with PS costs, the report is filtered by check date with federal Capped Grants and Private Grant expenditures removed by the preparer. The report covers all categories of Non-Personnel expenditures other than Capital items and Object Class “50”. The preparer reviews costs and removes those not allowable for administrative claiming (if any). A “V-Look-up” is used to allocate NPS costs to a Plan Section. Plan Sections are reviewed and verified as necessary, and adjusted as appropriate. NPS costs, as adjusted above, populate to the Data Entry & FTE” Tab (lines 12-52) where Unit costs are aggregated for subsequent allocation.

**C.4.3.5 Intra-District Costs** - The preparer receives a quarterly Ad Hoc SOAR report of NPS costs from the AFO Accounting Office. Unallowable costs are edited out as appropriate (Primarily, costs edited out are CFSA transfers to Central Services units that are included in Central Services calculations, transfers for mental health and other direct services, and P-Card payments related to “50” type expenditures.) The adjusted Intra-District amount is entered directly on the “Data Entry & FTE” Tab, line 51, column D.

**C.4.3.6 Central Services Costs** – The District of Columbia maintains a federally approved schedule of “Central Services Costs” with allocations to direct service Agencies/Units. The AFO obtains the approved Central Services Cost allocations from the originating office. Each Quarter, 25% of the annual allocation to CFSA is entered on the PACAP, Data Entry & FTE Tab on line 52, Column D.

#### **C.4.4 Penetration Rate Reports**

- C.4.4.1 A Quarterly “Penetration Rate Report” (PRR) for Foster Care, Adoption, and Guardianship is calculated by FACES. The “Summary” reports are calculated as a percentage where the numerator is the number of IV-E Eligible (both “Eligible/Reimbursable” and “Eligible-Not-Reimbursable”) clients and the denominator is total number of children. The PRR calculation is expressed as a percentage taken to three units beyond the decimal point (i.e. 55.417%).
- C.4.4.2 **Foster Care PRR** – Although the FACES claiming logic excludes maintenance claiming for otherwise eligible clients in unlicensed placements and otherwise eligible clients absent required “Reasonable Efforts to Achieve Permanence” court language, clients in these categories appear as “eligible” and “Eligible-Not-Reimbursable” in the FACES PRR. The foster care PRR is manually adjusted to ensure compliance with these federal criteria.
- C.4.3 **Adoption PRR** – A copy is made of the Manual Adoption Subsidy Payment Detail referenced previously. Then the Adoption Subsidy PRR detail report (“PE AD (Year, Quarter) DLTS”) is copied. The preparer substitutes an “eligible” for the “Ineligible” or “Pending” in the months populated in the original FACES report. He then sorts by month and counts the new eligibility statuses and enters the new statuses on a blank copy of the Adoption Summary Report [“PE AD (Year, Quarter) SUM” – see Attachments F 1&2]. The Adoption PR is entered on PACAP, “Data Entry & FTE” Tab, line 63 (eligible total) and 64 (non-eligible total), column B.
- C.4.4 **Guardianship PRR** – Because the FACES generated Guardianship population only includes clients who were retroactively determine “Eligible”, the Guardianship PRR calculated by FACES dramatically overstates the penetration rate. The preparer makes a copy of Guardianship payments from the Payment Stamping report and sorts by payment month and by claimed status (yes or no). The monthly statuses are entered on a blank PRR (see Attachment G) and the percentage of eligible clients is calculated. The Guardianship PR is entered on PACAP, “Data Entry & FTE” Tab, line 69 (eligible total) and line 70 (non-eligible total), column B.
- C.4.5 **Random Moment Sampling Results.** CFSA contracts with Sivic Solutions Group for sampling, tabulation and analysis of its “Random Moment Sampling” methodology for allocating administrative costs to “Participating Programs” in compliance with the allocation methodology specified in CFSA’s Cost Allocation Plan (CAP). The CFSA results are entered on PACAP, “Data Entry & FTE” Tab, lines 97-110, Column B. In addition, CFSA results are combined with results from contracted Family-Based” agency staff for the allocation of selected CFSA units. These results are entered on PACAP, “Data Entry & FTE” Tab, lines 119-133, Column B. Finally, a modified RMS result is calculated for the allocation of SACWIS costs. This result is entered on PACAP, “Data Entry & FTE” Tab, lines 114-116, Column B.
- C.4.6 Other CFSA Data Entry:**
- C.4.6.1. Training Unit Timesheet results – The preparer enters Training Unit bi-weekly timesheets on an Excel spreadsheet developed in conjunction with its RMS contractor. The results are electronically calculated and entered on PACAP, “Data Entry & FTE” Tab, lines 75-82, column B.
- C.4.6.2 Because the “Healthy Horizons Assessment Center” utilizes contracted staff, a quarterly ‘Full-Time-Equivalent’ staffing number must be manually calculated.

In consultation with HHAC management, the preparer calculates HHAC FTEs. That number is entered on PACAP, "Data Entry & FTE" Tab, line 147, column B.

- C.4.6.3 For purposes of allocating administrative costs to federal Capped Entitlements and other (if any) federal discretionary or private grants, an annual estimate of non-local revenues is required on an annual basis. The AFO's office provides revenue estimates contained in the Agency's approved budget for this purpose. These amounts are entered on PACAP, "Data Entry & FTE" Tab, lines 180-191, column B.

#### **C.4.7 Completing the CB-496.**

- C.4.7.1 Current Quarter Claim Entries - The PACAP, CB-496 Back-Up Report fully replicates as entries for Part 1, "Current Quarter Claims". The preparer need merely enter the Back-Up Report entries onto the CB-496 Part 1 (Section A - Foster Care Program; Section B - Adoption Assistance Program; and Section C - Guardianship Assistance Program). In the unlikely event that A Back-Up Report number needs to be modified or omitted, the preparer must verify that the "Total Costs" and the "Non-Federal Share of Total Costs" calculate correctly.

#### **C.5.1 REQUIREMENTS**

- C.5.1.1 The Contractor shall provide expert technical assistance and strategic support to develop and implement a successful and effective web-based information technology solution for the automation of the CFSA Title IV-E claim. The system must be capable of interfacing with FACES, SOAR, Cost Allocation Plan (CAP) matrix, and web-based Random Moment Sample (RMS).

#### **C.5.2 System Architecture and Maintenance**

- C.5.2.1 The Contractor shall provide a system and network interface that supports windows 2000, Windows XP, DOS, OS/2, UNIX, NOVELL, and be functional in a networked environment, which includes UNIX, LAN Manager, NOVELL, and Windows NT and 2000 Servers, while allowing for future upgrades to accommodate new technology.
- C.5.2.2 The Contractor shall establish a data download interface with FACES to import Child demographic data and personnel data. The details of data fields, file formats, frequency of data extraction and the method of data access (FTP, VPN, etc.) will be updated and/or finalized as needed through close collaboration with the CFSA Computer Information Systems Administration (CISA).
- C.5.2.3 The Contractor shall allow the system to operate on all networking infrastructures, including local and wide area networks, and Internet based connectivity.
- C.5.2.4 The Contractor shall ensure that the system is capable of formatting all imported data to accurately calculate and generate a Title IV-E claim.
- C.5.2.5 The Contractor shall allow full system functionality from any computer, regardless of

computer specifications.

- C.5.2.6 The Contractor shall provide a scalable system that can be expanded easily as Agency programs grow.
- C.5.2.7 The Contractor shall provide an operational environment that will ensure the security and integrity of the system and all its data.
- C.5.2.8 The Contractor shall provide for redundant storage of all system data files, as well as provide for redundant processing capabilities to protect against processor failures.
- C.5.2.9 The Contractor shall provide a checkpoint recovery capability to restore data files after a system failure.
- C.5.2.10 The Contractor shall provide expanded descriptions for error messages.

### **C.5.3 Hosting Requirement**

- C.5.3.1 The Contractor's proposed solution shall be internally hosted at the OCTO data center(s) and accommodate the following architecture requirement:
  - C.5.3.1.1 Oracle DB (11g/12c) and Weblogic (v11.x);
  - C.5.3.1.2 VMware 6.x;
  - C.5.3.1.3 Linux Red Hat Standard and enterprise (latest version).

### **C.5.4 Integration Requirement**

- C.5.4.1 The Contractor's proposed solution shall be able to support web services out-of-the-box. The application shall expose core/common functionality as a delivered set of web services that can be consumed with no coding/customization. The application itself shall be able to easily consume/interact with external web services. At a minimum the application shall support the following web services standards:
  - C.5.4.1.1 Web Services Description Language (WSDL) 1.1;
  - C.5.4.1.2 Simple Object Access Protocol (SOAP) 1.1. or 1.2;
  - C.5.4.1.3 Web Services Policy Framework (WS-Policy) 1.2 or 1.5;
  - C.5.4.1.4 Web Services Addressing (WS-Addressing) 1.0;
  - C.5.4.1.5 Web Services Reliable Messaging (WS-Reliable Messaging) 1.0;
  - C.5.4.1.6 Web Services Security (WS-Security) 1.0 or 1.1;
  - C.5.4.1.7 Web Services Security Policy (WS-Security Policy) 1.2 or 1.3;

C.5.4.1.8 REST-based services may be considered in lieu of SOAP, however, SOAP is preferred.

### **C.5.5 System Security and Auditing**

- C.5.5.1 The Contractor shall provide a multi-level security system that is separate from the claiming system to ensure the confidentiality of case-related information and to control access to system functions and features.
- C.5.5.2 The Contractor shall allow password protection at different levels (i.e. system administrator, claiming unit, Social Workers, providers, etc.).
- C.5.5.3 The contractor shall allow a user of proper security clearance to modify the database parameters once the system is live without requiring programming knowledge????
- C.5.5.4 The Contractor shall restrict access to configuration tables, profile indexes, etc. to designated personnel via security controls.
- C.5.5.5 The Contractor shall maintain an automated system log of user sign-on activity.
- C.5.5.6 The Contractor shall maintain an audit trail for system entries including user code, date, and time of each system transaction.
- C.5.5.7 The Contractor shall provide multi-level password security down to options within menus.
- C.5.5.8 The Contractor shall ensure that the system, its data and reports, are HIPAA compliant.
- C.5.5.9 Describe how the system will handle storage of historical data and claims. Is archiving/purging necessary?

### **C.5.6 System Interfacing**

C.5.6.1 The Contractor shall provide operational interfaces for the following systems applications (Please provide a functional description of each interface available):

C.5.6.1.1 FACES

C.5.6.1.2 SOAR

C.5.6.1.3 RMS

C.5.6.1.4 PeopleSoft

C.5.6.1.5 Procurement Automated Support System (PASS)

C.4.4.2 Provide all interfaces as an integral part of the application requiring no additional third-party software to implement or maintain the interface.

C.4.4.3 The Contractor shall provide technical support for all active interfaces with the above mentioned systems for optimal data exchange.

**C.5.7 Reports**

C5.7.1 The Contractor shall provide ability to easily generate real-time and historical claiming reports.

C.5.7.2 The Contractor shall allow system searches based on every data element entered.

C.5.7.3 The Contractor shall allow the system to identify, track, monitor and report monthly, quarterly and annual trends.

C.5.7.4 The Contractor shall provide ability to create claiming completion reports by date and at each phase of the process.

C.5.7.5 The Contractor shall provide ability to create claiming summary reports by date.

C.5.7.6 The Contractor shall provide ability to create reports of failed claiming calculations

C.5.7.7 The Contractor shall provide ability to create reports of revisions to claim

C.5.7.8 The Contractor shall provide ability to create turnaround time reports by date.

C.5.7.9 The Contractor shall provide staff utilization reports.

C.5.7.10 The Contractor shall provide ability to create a report for claiming exceptions.

C.5.7.11 The Contractor shall provide ability to write queries using logic in great detail within the application.

C.5.7.12 The Contractor shall provide ability to save commonly performed searches.

C.5.7.13 The Contractor shall provide ability to schedule automatic, unattended runs of data reports.

C.5.7.14 The Contractor shall provide on-line help screens to assist novice users in all applications.

**C.5.8 General**

C.5.8.1 The Contractor shall develop and retain a database with all critical data elements necessary for Title IV-E claiming for a minimum of two years in a readily available and accessible electronic format.

C.5.8.2 The Contractor shall participate in meetings and conference calls as required by CFSA.

C.5.8.3 For activities that might arise, outside the scope of work enumerated herein, the District will provide the Contractor with a comprehensive scope of work. The Contractor shall provide a

price for the new task to include, at a minimum, the labor category and labor hours for each labor category and the time required to complete the activity. The District and the Contractor may negotiate and come to an acceptable price and time agreement. Upon completion of this negotiation, the District will issue a Firm Fixed Price Task Order. If the District and the Contractor fail to reach an agreement the District will have the option to openly compete for these services.

- C.5.8.4 The solution shall facilitate the management, support and administration as defined in the functional and technical requirements;
- C.5.8.5 The development and implementation of each functional component shall be delivered through a phased, iterative process;
- C.5.8.6 The solution shall be integrated with the CFSA core claiming process environment to provide business intelligence and reporting functionality for Agency and District users;
- C.5.8.7 The solution shall provide the ability to import data from external sources, such as monthly financials and statistics;
- C.5.8.8 The solution shall provide the ability to export financial data from the solution to an acceptable format, including pdf and Excel;
- C.5.8.9 The solution shall employ a granular, role-based approach to system security;
- C.5.8.10 The Contractor shall implement a strong business and technical training plan to ensure CFSA staff identified as system users will have a solid understanding of the system's functionality for optimal utilization;
- C.5.8.11 The proposed solution may be a combination of commercial-off-the-shelf components and custom built components resulting in the most effective product meeting the functional and technical requirements of the RFP;
- C.5.8.12 In the event the Contractor has utilized proprietary code, the District must be able to continue to use the implemented functionality via a perpetual licensing agreement;
- C.5.8.13 At the District's option, the Contractor shall provide operational support and maintenance of the solution;
- C.5.6.14 At the District's option, the Contractor shall transition operational support and maintenance to CFSA; and
- C.5.8.15 The solution shall be implemented and fully operational no later than September 30, 2014.

**C.5.9 On-Going Support.**

- C.5.9.1 The Contractor shall provide QA oversight to improve the outcome of this critical information technology project by providing regular monthly assessments of the project as it progresses through the system development lifecycle. The Contractor shall provide the necessary services, support and technical assistance to ensure the successful continued claiming of Title IV-E foster care, adoption assistance and guardianship.
- C.5.9.2 The Contractor, CFSA project manager and other Agency project team members (to be determined, but will include CISA and OCTO) shall meet monthly for project status updates, progress review, problem-solving, and project analysis. The Contractor shall prepare and submit detailed reports on a monthly basis.

**SECTION D: PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

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

**F.2 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

PHASE	SCHEDULE
Requirement Definition & Solution Evaluation	30 days after contract start
Design	70 days after contract start
Construction	130 days after contract start
Acceptance Test	160 days after contract start
Implementation	190 days after contract start
Monthly Report	Due with monthly Invoice

**F.3** The contractor shall submit a detailed work-plan that demonstrates a commitment to meeting the following project schedule. The timeframe for this project is critical to ensure no interruptions in federal claiming and associated payments to the District.

**F.4** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**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 supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> 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 CA specified in Section G.9 below. The address of the CFO is:

Child and Family Services Agency  
Agency CFO/Fiscal Operation Office  
200 I Street, S.E., Suite 2030  
Washington, DC 20003

- 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 requirements.

**G.4 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code §2-221.02, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

**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 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

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

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

**G.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:

Tara Sigamoni  
Agency Chief Contracting Officer  
Child and Family Services Agency  
200 I Street, S.E., Suite 2031  
Washington, DC 20003  
(202) 724-5300  
[Tara.sigamoni@dc.gov](mailto:Tara.sigamoni@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CONTRACT ADMINSTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has 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 CA is:

John Simmons, Administrator  
Business Services Administration  
200 I Street, SE  
Washington, DC 20003  
(202) 442-6165  
[John.simmons@dc.gov](mailto:John.simmons@dc.gov)

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

## **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.1.2 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.1.3 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. 2005-2103 (Rev. 13,) dated June 19, 2013, 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. 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:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The 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 CA.

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 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 rate.

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 Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J. to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J. 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;

DCRL-2014-R-0037

- (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 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

H.9.1.1 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.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 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.9.1.1 and H.9.1.2.

### **H.9.2 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.9.1. 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 CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 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.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 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.9.2.5 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.9.2.6 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.9.2.7 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.9.2.8 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.9.2.9 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.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4 Subcontractor Standards**

H.9.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 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.9.5.3A 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.10 CONTRACTOR RESPONSIBILITIES**

H.10.1 There shall be no substitutions of the Key Personnel without prior written approval of the CFSA Contract Administrator (CA). The CFSA's CA shall approve all key personnel proposed by the Contractor to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and/or replace Contractor personnel or subcontractor personnel.

H.10.2 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

## **H.11 HIPAA PRIVACY COMPLIANCE**

H.11.1 For the purpose of this agreement Child and Family Services (CFSA), a covered component within the District of Columbia's Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the "HIPAA Regulations") and \_\_\_\_\_ as a recipient of Protected Health Information or electronic Protected Health Information from CFSA, is a "Business Associate" as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

### **1. Definitions**

- a. Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management,

administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Designated Record Set means a group of records maintained by or for the Covered Entity that are:

- i. The medical records and billing records about individuals maintained by or for a covered health care provider;
  - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. Health Care means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
    - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
    - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
  - f. Health Care Components means a component or a combination of components of a hybrid entity designated by a hybrid entity. Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
  - g. Health Care Operations shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.

- h. Hybrid Entity means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.
- i. Record shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. Individual shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. Individually Identifiable Health Information is information that is health information, including demographic information collected from an individual, and;
- i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. National Provider Identifier (NPI) Rule: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. Privacy and Security Official. The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. Privacy Officer. The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.

- o. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. Protected Health Information. "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
  - i. Transmitted by, created or maintained in electronic media; or
  - ii. Transmitted or maintained in any other form or medium;

Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- q. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. Security Officer. The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. Security Rule. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. Workforce. "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

## **2. Obligations and Activities of Business Associate**

- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.

- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format [as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Identity and Procedure Verification Policy], attached hereto as Attachment J.8 and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated [delete bolded material and insert agency appropriate terms if applicable] by the District Privacy Official

or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated [delete bolded material and insert negotiated terms if applicable] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

**3. Permitted Uses and Disclosures by the Business Associate**

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management

and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

**4. Additional Obligations of the Business Associate**

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
  - i. Name of the Business Associate of the Covered Entity;
  - ii. Title of the Report/File;
  - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
  - iv. Description of the basic content of the Report/File;
  - v. Format of the Report/File (Electronic or Paper);
  - vi. Physical location of Report/File;
  - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
  - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity]

that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:

- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
- ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
- v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.

With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.

- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in

encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

**5. Sanctions**

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it.

Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

**6. Obligations of the Covered Entity**

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

**7. Permissible Requests by Covered Entity**

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

**8. Representations and Warranties**

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

**9. Term and Termination**

- a. Term. The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

- b. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
    - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.
- If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

- c. Effect of Termination.
  - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

**10. Miscellaneous**

- a. Regulatory References. A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives

of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

- c. **Survival.** The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- d. **Interpretation.** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. **No Third-Party Beneficiaries.** The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. **Compliance with Applicable Law.** The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. **Governing Law and Forum Selection.** This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be

governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. Indemnification. The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. Injunctive Relief. Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. Assistance in litigation or administrative proceedings. The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. Notices. Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:                      If to the Covered Entity, to:  
Child and Family Services Agency  
Privacy Officer  
200 I Street, SE  
Washington, D.C. 20003  
Attention: Wendy Gray  
Fax: 202-727-8886

Fax;

- l. Headings. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. Counterparts; Facsimiles. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. Successors and Assigns. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. Severance. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph l k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. Independent Contractor. The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. Entire Agreement. This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Solicitations under Required Solicitation Documents, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$3,000,000.00 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni  
200 I Street, SE  
Washington, DC 20003  
(202) 724-5300

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2004-2103 Rev 13, dated June 19, 2013.
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"
<b>J.8</b>	Identity and Procedure Verification
<b>J.9</b>	Subcontracting Plan available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents"

## SECTION K: BIDDER/OFFEROR CERTIFICATION FORM

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSE</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:		Solicitation #: DCRL-2013-R-0059	
Address of the Principal Place of Business (Street, City State, Zip Code)		Telephone # and ext.	Fax #
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (Including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (Including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How Many years in Business?	
<input type="checkbox"/> Other		Date Establish?	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award, or (b) Explain its exemption from the requirement.	
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>	
<b>Additional Instructions for Section I, Parts 2 through 8:</b> Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:  (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled or terminated or found non-responsible on any government contract, or had a surety called upon to complete an award contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in part 2.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled or terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" or "Other" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
<b>PART 5: LEGAL PROCEEDINGS</b>	

Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
<p>7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:</p> <p>(a) Within sixty (60) days of a material change to a response; and                  (b) Prior to the exercise of an option year contract</p>	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	
<p>8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS</b>	
<p>Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirement.</p>	
<b>PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT</b>	
<p>By checking the applicable line, the bidder/offeror certifies that:</p> <p>___ 1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.</p> <p>___ 1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)</p> <p>(a) _____</p> <p>(c) _____</p>	
<b>PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS</b>	
<p>By checking the applicable line, the bidder/offeror certifies that:</p> <p>2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:</p> <p>(a) the contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:</p> <p>(i) Those prices;                  (ii) The intention to submit a bid/proposal; or                  (iii) The methods or factors used to calculate the prices in the contract.</p> <p>(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and                  (c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition</p> <p>2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:</p> <p>(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in the contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1 (a)(i) through (a)(iii) above; or                  (b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]</p> <p>(i) As an authorized agent, certifies that the principal named in subparagraph 2.2(b) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and                  (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through</p>	

(a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.

**Part 4: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant to otherwise, is administered by the District government.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

**Instructions for Section III:** Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

**PART 1: BUY AMERICAN ACT COMPLIANCE**

By checking the applicable line, the bidder/offeror certifies that:

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as define in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**SECTION IV. CERTIFICATION**

**Instruction for Section IV: This section must be completed by all bidder/offerors.**

I, [ \_\_\_\_\_ ], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]	Telephone #:	Fax #:
Title:	Email Address:	
Date:		

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

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

#### **L.1.2 Initial Offers**

The District may award 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**

One original and two (2) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCRL-204-R-0037**, " **Title IV-E Data/Automated Claiming System**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

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

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00pm on \_\_\_\_\_. 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.
- (d) Proposal submissions shall be sent to the following:

D.C. Child & Family Services Agency  
Contract and Procurement Administration  
200 I Street, S.E., Street 2031  
Washington, D.C. 20003  
Attn: Calvin L. McFadden

### L.3.2 Withdrawal or Modification of Proposals

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

### L.3.3 Postmarks

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

### L.3.4 Late Modifications

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

### L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of 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 one week prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than one week before the date set for submission of proposals. 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 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 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 visual and other presentation aids are neither necessary nor desired.

**L.10 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.11 PROPOSAL COSTS**

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

**L.12 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 coverages as specified in Section I.8 to:

Tara Sigamoni  
Agency Chief Contracting Officer  
Child and Family Services Agency  
Contract and Procurement Administration  
200 I Street, S.E., Suite 2031  
Washington, DC 20003  
(202) 724-5300

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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.14 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.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.15.2** 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.15.3** 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.16 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.17 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 relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.18 Contractor Personnel Qualifications**

**L.18.1** The Contractor shall possess exceptional interpersonal skills and the ability to work effectively in a fast-paced, team-oriented environment.

**L.18.2** The Contractor shall be able to proficiently read and speak the English language.

**L.18.3** The Contractor shall possess advanced writing, verbal, and presentation skills.

**L.18.4** The Contractor shall be able to work independently, leverage previous experience, and lead specific tasks.

**L.18.5** The Contractor shall be knowledgeable in system requirements definition and analysis, system design, project management, test plan definition and execution, and performance measurement.

**L.18.6** The Contractor shall be knowledgeable of Title IV-E Claiming, Cost Allocation Plans, Random Moment Sampling, and Title IV-E Penetration Rates. Have recent (within the past 3 years) experience in QA auditing and project management.

**L.18.7** The Contractor shall provide Contractor Personnel with the following job classifications and qualifications:

**L.18.8** Project Manager (Key Personnel) shall at a minimum have the following qualifications:

**L.18.9** Five (5) years of recent experience as a project manager of Title IV-E claiming and federal revenue systems projects involving monitoring and overseeing systems development and design, including formulation and enforcement of standards and procedures to support the entire System Development Life Cycle (SDLC);

**L.18.10** Five (5) years of recent experience in direct management and analysis experience within federal and/or state government systems environment, particularly Title IV-B and/or Title IV-E systems;

DCRL-2014-R-0037

L.18.11 Five (5) years of recent experience managing, organizing, directing, and coordinating planning and production of all system technical services activities; providing oral and written communications with all levels of management for planning and control of the project; and interfacing with all levels of government for project implementation and contractor management;

L.18.12 Bachelor of Science (BS) or Arts (BA) degree from an accredited institution; preferably in business administration, computer or management science, or a related field.

**L.19 REEVRED**

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING Scale is as follows:

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

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation 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 range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

<b>Factors</b>	<b>Evaluation Criteria</b>	<b>Points</b>
Factor A	Expertise	30
Factor B	Project Team	15
Factor C	Methodology and Approach	15
Factor D	Past Performance and Experience	10
Factor E	Project Schedule and Staffing Plan	10
<b>Total Points</b>		<b>80</b>

**M.3.1 Factor A – Expertise ( 30 Points Maximum)**

**M.3.1.1a** This evaluation factor considers the specific expertise related to implementing from beginning to end, cost allocation and reporting application of similar scale and complexity.

**M.3.1.1b** The factor will be evaluated on offeror extensive experience and resources to manage the project effectively. The offeror's capability, capacity and experience in the industry. The offeror knowledge, familiarity and experience with large governmental entities in the areas of public sector cost allocation and reporting, implementation, and operational support.

**M.3.1.1.2 Factor B – Project Team ( 15 Points maximum)**

**M.3.1.1.2a** This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

**M.3.1.1.2b** This factor will be evaluated on the specific skill sets of the proposed project team. Each Key team member must provide expert technical assistance and strategic support to develop and implement a successful and effective web-based information technology solution for the automation of the CFSA Title IV-E claim.

**M.3.1.1.3 Factor C - Methodology and Approach (15 Point Maximum)**

**M.3.1.1.3a** This evaluation factor considers the proposed methodology proposed for this project, including project management, design, deployment, training, documentation, and ongoing support.

**M.3.1.1.3b** This factor will be evaluated based on the completeness of the proposed methodology and it match to the requirements of Section C. The proposed methodology must

demonstrate how the Offeror intends to complete the project and all deliverable successfully within the desired timeframes. The proposal must describe an iterative methodology and phased implementation.

**M.3.1.1.4 Factor D - Past Performance and Experience ( 10 Point Maximum)**

M3.1.1.4a Evaluation of past performance and experience allows the District to assess the offeror's ability to perform and relevant of the work performed.

**M.3.1.1.4b** This factor considers the extent of the Offeror's past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of offeror's performance on projects of comparable size, highly technical nature, and complexity.

**M.3.1.1.4c** The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and period of Performance. Name the contact Person, and Title, and Telephone Number and email address.

**M3.1.1.5 Compliance with Schedule ( 10 Point Maximum)**

M.3.1.1.5a The evaluation factor considers the proposed schedule. All deliverables shall be met in accordance with the due dates specified in Section F.2 and F.3.

M.3.1.1.5b The factor will be evaluated based on the completeness of the provided project plan, including all work plans, project schedule and staffing plan. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

**M.3.1 TECHNICAL CRITERIA ( 80 Points Maximum)**

**M.3.2 PRICE CRITERION ( 20 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

#### **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 option years. Quantities to be awarded will be determined at the time each option is exercised.

#### **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, 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.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.