

SOLICITATION, OFFER, AND AWARD				1. Caption CHA Technical Experts				Page of Pages		
				1		43				
2. Contract Number		3. Solicitation Number Doc193649		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 3/31/2015		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 Government of the District of Columbia Office of Contracting and Procurement c/o Department of Health, Office of Procurement Services 899 North Capital Street NE Washington, D.C. 20002				8. Address Offer to: Government of the District of Columbia Office of Contracting and Procurement c/o Department of Health, Office of Procurement Services 899 North Capital Street NE Washington, D.C. 20002						
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will via <u>electronic format via the on-line solicitation software</u> <u>4:00 PM</u> local time <u>4/14/2015</u> (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			
	Stephanie Morgan			(Area Code) 202	(Number) 442-4735		(Ext)	Stephanie.morgan@dc.gov		
11. Table of Contents										
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12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> 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			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			17. Signature		18. Award Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered Bid On All CLIN Items			20. Amount		21. Accounting and Appropriation					
2. Name of contracting Officer (Type or Print)			23. Signature of Contracting Officer (district of Columbia)				24. Award Date			
 Government of the District of Columbia										

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

B.1 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

- a) This solicitation is for an IDIQ contract for the services specified, and effective for the period stated. The District intends to make multiple awards. Pricing is based on fixed unit prices. Quantities may vary.
- b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, at G.8.5. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the annual maximum TBD. The District will order at least the minimum dollar amount of \$5,000.00.
- c) 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.
- d) 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 five (5) years from the date of award of this contract.

B.3 PRICE SCHEDULE – IDIQ

Bidders shall propose hourly rates in accordance with the minimum requirements as listed in Section C. The Base Year and subsequent Option Years shall be for a Period of Performance of 12 Months.

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B.3.1 BASE YEAR

Contract Line Item No. (CLIN) in Section C	Item Description In Section C	Price Per Hour	Quantity Minimum	Minimum Total Price. Unit (price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 0001	Planning Coordination	\$_____	TBD	\$_____	TBD	\$_____
0002	Subject Matter Experts	\$_____	TBD	\$_____	TBD	\$_____
0003	Evaluation	\$_____	TBD	\$_____	TBD	\$_____
0004	Data Analysis	\$_____	TBD	\$_____	TBD	\$_____
0005	Training	\$_____	TBD	\$_____	TBD	\$_____
0006	Technical Writing	\$_____	TBD	\$_____	TBD	\$_____
0007	Communications & Social Marketing	\$_____	TBD	\$_____	TBD	\$_____
Grand Total for B.3.1					NTE	\$_____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN) in Section C	Item Description In Section C	Price Per Hour	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 1001	Planning Coordination	\$_____	TBD	\$_____	TBD	\$_____
1002	Subject Matter Experts	\$_____	TBD	\$_____	TBD	\$_____
1003	Evaluation	\$_____	TBD	\$_____	TBD	\$_____
1004	Data Analysis	\$_____	TBD	\$_____	TBD	\$_____
1005	Training	\$_____	TBD	\$_____	TBD	\$_____
1006	Technical Writing	\$_____	TBD	\$_____	TBD	\$_____
1007	Communications & Social Marketing	\$_____	TBD	\$_____	TBD	\$_____
Grand Total for B.3.2					NTE	\$_____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN) in Section C	Item Description In Section C	Price Per Hour	Quantity Minimum	Minimum Total Price. (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 2001	Planning Coordination	\$_____	TBD	\$_____	TBD	\$_____
2002	Subject Matter Experts	\$_____	TBD	\$_____	TBD	\$_____
2003	Evaluation	\$_____	TBD	\$_____	TBD	\$_____
2004	Data Analysis	\$_____	TBD	\$_____	TBD	\$_____
2005	Training	\$_____	TBD	\$_____	TBD	\$_____
2006	Technical Writing	\$_____	TBD	\$_____	TBD	\$_____
2007	Communications & Social Marketing	\$_____	TBD	\$_____	TBD	\$_____
Grand Total for B.3.3					NTE	\$_____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN) in Section C	Item Description In Section C	Price Per hour	Quantity Minimum	Minimum Total Price. (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price. (Unit price x Maximum quantity)
CLIN 3001	Planning Coordination	\$_____	TBD	\$_____	TBD	\$_____
3002	Subject Matter Experts	\$_____	TBD	\$_____	TBD	\$_____
3003	Evaluation	\$_____	TBD	\$_____	TBD	\$_____
3004	Data Analysis	\$_____	TBD	\$_____	TBD	\$_____
3005	Training	\$_____	TBD	\$_____	TBD	\$_____
3006	Technical Writing	\$_____	TBD	\$_____	TBD	\$_____
3007	Communications & Social Marketing	\$_____	TBD	\$_____	TBD	\$_____
Grand Total for B.3.4					NTE	\$_____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN) in Section C	Item Description In Section C	Price Per hour	Quantity Minimum	Minimum Total Price. (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price. (Unit price x Maximum quantity)
CLIN 4001	Planning Coordination	\$_____	TBD	\$_____	TBD	\$_____
4002	Subject Matter Experts	\$_____	TBD	\$_____	TBD	\$_____
4003	Evaluation	\$_____	TBD	\$_____	TBD	\$_____
4004	Data Analysis	\$_____	TBD	\$_____	TBD	\$_____
4005	Training	\$_____	TBD	\$_____	TBD	\$_____
4006	Technical Writing	\$_____	TBD	\$_____	TBD	\$_____
4007	Communications & Social Marketing	\$_____	TBD	\$_____	TBD	\$_____
	Grand Total for B.3.5			NTE		\$_____

The Contractors shall perform all work in accordance with the requirements set forth in Section C.

B.4 OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Frederick County, Maryland	___	___	Winchester Public Schools
___	___	Manassas Public Schools	___	___	Herndon, Virginia
___	___	Gaithersburg, Maryland	___	___	

Greenbelt, Maryland
Manassas, Virginia
MD-Nat. Cap. Park & Plng. Comm.

Loudoun County, Virginia

Contractor or Representative's Name

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Department of Health (DOH), Community Health Administration (CHA) seeks technical experts to provide a range of services to support the implementation of several key initiatives; to include but not limited to the development of evidence-based public health programs, data and statistical analysis, public information campaigns, expansion of its public and private grant portfolio, and program evaluation. The technical services include grant research and writing, data collection and analysis, public health policy research and analysis, program evaluation, development of accessible, engaging, and informative public information materials, community relations/stakeholder engagement activities, specialized training and technical assistance, survey development and administration, focus groups, communications and social marketing campaigns, and technical writing. The period of performance shall be 12 months from date of award with four option years.

C.1.1 APPLICABLE DOCUMENTS AND REFERENCES

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

Item No.	Document Type	Title	Date
C.1.1.1	Report	Assessing Health and Health Care in the District of Columbia- Phase 1 (Department of Health/RAND Corporation)	2008
C.1.1.2	Report	Assessing Health and Health Care in the District of Columbia- Phase 2 (Department of Health/RAND Corporation)	2008
C.1.1.3	Report	Health and Health Care Among District of Columbia Youth (Children's National Medical Center/RAND Corporation)	2009
C.1.1.4	Report	District of Columbia Community Health Needs Assessment report (DC Healthy Communities Collaborative)	2013
C.1.1.5	Report	CHA Chronic Disease Sate Plan	2014
C.1.1.6	Excel Sheet	CHA Service Matrix	2014
C.1.1.7	Web Page	http://doh.dc.gov/page/community-health-administration	ONGOING

C.1.2 DEFINITIONS

- C.1.2.1 Department of Health (DOH)** – The District of Columbia agency with a mission to promote and protect the health, safety and quality of life of residents, visitors and those doing business in the District of Columbia. DOH's responsibilities include identifying health risks; educating the public; preventing and controlling diseases, injuries and exposure to environmental hazards; promoting effective community collaborations; and optimizing equitable access to community resources.
- C.1.2.2 Community Health Administration (CHA)** – The goal of the Community Health Administration (CHA) is to improve health outcomes in the District of Columbia by fostering strategic partnerships and public participation to effectively design, implement and promote evidence-based programs and services that advance access to prevention and address the overall health and wellness of District residents. The Administration works to enhance and expand access to health resources and services, and facilitate exchange of health information by effectively reporting CHA's current and future work, research, grants, initiatives and events to District residents in effort to become more visible, vocal and accessible within the community. CHA is organized around the following five (5) bureaus: Nutrition and Physical Fitness; Perinatal and Infant Health; Child Adolescent and School Health; Cancer and Chronic Disease Prevention; and Primary Care.
- C.1.2.3 Nutrition and Physical Fitness Bureau (NPFB)** - The purpose of the Nutrition and Physical Fitness Bureau is to provide food, health and nutrition assessments and interventions, education and referral services to District families, infants and children to affect dietary habits, foster physical activity, decrease overweight and obesity rates and thus improve health outcomes among the population.
- Food and Nutrition
 - Physical Fitness
 - Obesity
 - Women, Infant and Children (WIC)
 - SNAP-Ed
- C.1.2.4 Perinatal and Infant Health Bureau (PIHB)** - The purpose of the Perinatal and Infant Health Bureau is to improve perinatal outcomes for high-risk pregnant and parenting women, and improve the health and development of their infants into early childhood. The current overarching goal is to reduce infant mortality and perinatal health disparities in the District of Columbia.
- Pregnancy Services
 - DC Healthy Start
 - Newborn Screening
 - Safe Cribs Program
- C.1.2.5 Child, Adolescent and School Health Bureau (CASH)** - The purpose of the Child, Adolescent and School Health Bureau is to improve the health and well-being of all District school-age children and adolescents. Primarily the group will seek to enhance access to preventive, dental, primary and specialty care services for all pre-school,

school-age children, and contribute to the development of a coordinated, culturally competent, family-centered health care delivery system for this population.

- Children and Youth with Special Healthcare Needs (CYSHCN)
- Health and Sexuality Education
- Immunization
- Childhood Obesity
- Oral Health
- School Based Health Centers
- School Health Nursing Program
- Violence Prevention and Education

C.1.2.6 Cancer and Chronic Disease Prevention Bureau (CCD) - The purpose of the Cancer and Chronic Disease Bureau is to reduce the incidences, morbidity and mortality of cancer and chronic disease in the District of Columbia. The Bureau uses strategies of primary, secondary and tertiary prevention; clinical quality improvement; and community engagement and partnerships to achieve its goals. Its programs address cancer, cardiovascular disease, diabetes mellitus, asthma, and focus their wellness promotion work in clinical settings, community and faith-based organizations and worksites.

- Asthma
- Comprehensive Cancer
- Breast and Cervical Cancer
- Cancer Registry
- Diabetes
- Heart Disease
- Stroke

C.1.2.7 Primary Care Bureau (PCB) - The purpose of the Primary Care Bureau is to increase access to high quality primary health care services within an integrated health care delivery system. The main activities of the Bureau are related to increasing the number of health care providers serving in underserved areas and expanding and strengthening the network of health centers providing care to DC residents regardless of their ability to pay.

- Health Professional Loan Repayment Program (HPLRP)
- Primary Care Workforce Development
- Health Professional Shortage Area Designation
- Refugee Health
- J1 Waiver
- Social Determinants of Health and Health Equity

C.2 BACKGROUND

The Community Health Administration seeks to improve health outcomes for targeted populations by promoting coordination within the health care system, by enhancing access to prevention, medical care and support services, and by fostering public participation in the design and implementation of programs for District of Columbia women, infants, children (including children with special health care needs) and other family members.

According to the 2012 Census population estimates, there were 632,323 people living in the District of Columbia. Of this population, 42.9% were White/Caucasian, 50.1% were Black/African American, 3.8% were Asian, 9.9% were Hispanic and approximately 4% were of another race. Of those residents in DC who were 25 or older, 50.5% have earned a bachelor's degree or higher (2007-2011). The median household income was \$61,835 and 18.2% of persons lived at or below the poverty level (2007-2011).

Collected data about health insurance for the year 2012 indicated that 94.1% of individuals were found to have some type of health insurance, while 5.9% of individuals were found to be without insurance. During this time period, 69.5% of individuals had some type of private coverage while 35.7% of individuals had public coverage. While insurance coverage data showed that a large percentage of residents had some form of health insurance, only 36.1% of Whites; 29.8% of Hispanics, and 16.9% of African Americans rated their health as "excellent."

While the District is often ranked as one of America's fittest and healthiest cities, diabetes is twice as high among the District's African-American community compared to the overall DC population, and almost twice as high as the US average. Similarly, while the District has made great strides to reduce its infant mortality rate (IMR) to its lowest rate of 7.4 in 2011; the District's rate is still higher than the national IMR of 6.15 and the global average of 5.0 for industrialized countries. Further analysis of IMR data indicates that the District's IMR is directly linked to the high IMR within its racial and ethnic sub-populations, specifically African American and other minority pregnant and postpartum women and their infants. In addition, heart disease and cancer were the top two leading causes of death in the District in 2012, followed by cerebrovascular disease, accidents, and diabetes.

The Community Health Administration plans, implements, and coordinates an extensive portfolio of public health initiatives, services, and partnerships with the goal of improving health outcomes for District residents, businesses, and visitors. To this end, CHA administers the Title V Maternal and Child Health Block grant, the Healthy Start 3.0 grant, the Safe Cribs program, newborn hearing and metabolic screening, and the recently launched Stronger2gether initiative to improve healthy birth outcomes and decrease infant mortality. CHA also administers several programs related to improving access and service delivery in primary care; including designation of Health Professional Shortage Areas, the J1 visa program, DC Health Search, and the Innovations in Care and Diffusion of Care grants. The District's School Health Nursing Program, immunization registry, health and sexuality education program, and violence prevention and education program improve child and adolescent health in school and community based settings. CHA also works to prioritize policy and environmental system changes and promote healthy eating and active living through its administration of WIC, SNAP-Ed, and other supplemental food benefits, as well as Healthy Corner Stores and other initiatives to increase access to health foods. The programs within CHA's Cancer and Chronic Disease Bureau work with a myriad of community partners to implement innovative programs, policy and environmental systems change activities, and capacity building training and support improve outcomes related to cancer, cardiovascular disease and diabetes, asthma, and chronic diseases caused or exacerbated by tobacco use.

The Community Health Administration has a requirement for a range of services to support the implementation of several key initiatives; to include but not limited to development of evidence-

based public health programs, data and statistical analysis, public information and social marketing campaigns, expansion of its federal and private grant portfolio, and program evaluations. These efforts require periodic technical support to provide planning, policy, and program guidance to CHA.

C.3 REQUIREMENTS

The Contractors shall provide a range of technical and expert services and community engagement activities to support the implementation of strategic planning, business development, data and policy analysis, program evaluation, communications and social marketing, and community relations/stakeholder engagement activities as necessary and specified.

C.3.1 Planning Coordination

The Contractor(s) shall coordinate planning processes and project-related activities and tasks. The tasks shall include, in coordination with the Contract Administrator (CA) and planning groups:

C.3.1.1 Develop work plans and timeframes for planning activities. Tasks related to these plans include:

C.3.1.1.1 Design the needs assessment methodology.

C.3.1.1.2 Collect the information required for the needs assessment.

C.3.1.1.3 Analyze the information and present the results in useful formats.

C.3.1.1.4 Prepare written plan, documentation of implementation, and findings.

C.3.1.2 Coordinate event logistics, draft and transmit invitations, manage guest responses and registration, secure appropriate event space and equipment, and provide on-site coordination and logistics.

C.3.1.3 Prepare agendas for meetings and other activities, such as workshops, community engagement sessions, and roundtables.

C.3.1.4 Facilitate meetings and other activities as described above.

C.3.1.5 Prepare notes and summaries of planning activities.

C.3.1.6 Provide guidance and recommendations.

C.3.1.7 Minimum experience and education requirements for planning & coordination are as follows:

- a) Minimum 7 years of experience in planning activities.
- b) Experience in community planning procedures, including community consultation.

- c) Experience in meeting facilitation, in particular, activities that have resulted in planning documents, program development, and budget plans.
- d) Experience with public health, chronic disease, child, adolescent and school based health, violence and injury prevention, maternal, perinatal, and infant health, nutrition, physical fitness, workplace wellness, access to and utilization of primary care, immunization and communicable disease, health equity, and impact of social determinants of health.
- e) Multi-cultural competency working with diverse population groups.

C.3.2 Subject Matter Experts

The Contractor(s) shall be subject matter experts on a range of public health, chronic disease, child, adolescent and school based health, violence and injury prevention, maternal, perinatal, and infant health, nutrition, physical fitness, workplace wellness, access to and utilization of primary care, immunization and communicable disease, health equity and impact of social determinants of health, meeting and planning techniques, program management, and other areas as designated by the CA.

The list of subject matter expertise includes:

- C.3.2.1** Public health practice and policies, including emerging public health issues, implementation of the Affordable Care Act, health care financing, including private insurance and Medicaid benefits systems, population health and prevention.
- C.3.2.2** Cancer and chronic disease; including obesity, cardiovascular disease, diabetes, asthma, and tobacco related diseases.
- C.3.2.3** Nutrition and physical fitness, healthy food access, food insecurity, food deserts, workplace wellness initiatives, administration of WIC, SNAP-Ed, home delivered meals, and supplemental nutrition benefits.
- C.3.2.4** Maternal, perinatal, infant, early childhood development, breastfeeding, safe sleep, family health, aging, Adverse Childhood Experiences, and development across the life course.
- C.3.2.5** Access to and delivery of primary care services, health professional shortage areas, social determinants of health, and health equity.
- C.3.2.6** School-based delivery of health services; including models of nursing services, coordination with primary care providers and patient-centered medical homes, and school-based health centers.
- C.3.2.7** Program administration and processes, including business procedures, contracting, grants management, and evaluation.
- C.3.2.8** Subject Matter Experts shall possess, at a minimum, the following qualifications, and levels of experience and education:
 - a) Minimum 5 years of experience in subject area of expertise.

- b) Minimum Masters level degree with preferred doctoral level or equivalent in experience.
- c) Experience in public health promotion, disease prevention, and service delivery.
- d) Experience in meeting procedures and program management areas.
- e) Multi-cultural competency working with diverse population groups.

C.3.3 Evaluation

The Contractor(s) shall conduct a range of evaluation services related to surveys, focus groups, literature reviews and other research activities as designated by the CA, in consultation with the planning groups.

The evaluation activities can include:

C.3.3.1 Development, distribution, collection and analysis of surveys.

- C.3.3.1.1** Conduct questionnaire research on the content, wording and design of the questionnaire to reduce measurement error, item nonresponse, respondent burden; and increase participation.
- C.3.3.1.2** Research to validate that different population groups understand the survey and census questions and concepts.
- C.3.3.1.3** Conduct research to assess if the use of different data collection techniques have any impact on the respondent's understanding and ability to answer questions.
- C.3.3.1.4** Research techniques include pretesting through usability testing, focus groups, cognitive interviews, respondent debriefings, behavior coding, expert panel review, etc.

C.3.3.2 Development and implementation of focus groups, including preparation of focus group questions, facilitation, note-taking, qualitative data analysis, and preparation of reports of the activities.

C.3.3.3 Review, summarize, and incorporate published studies, journal articles and other sources of research on topics related to the evaluation activities.

C.3.3.4 Minimum experience and education requirements for evaluation services are as follows:

- a) Minimum 7 years of experience in evaluation activities.
- b) Minimum Masters level degree.
- c) Experience in public health prevention, care and treatment.
- d) Experience in evaluation methodologies and techniques, including qualitative and quantitative research modes, interview skills, research facilitations, literature sources, data analysis, survey preparation and dissemination processes.
- e) Multi-cultural competency working with diverse population groups.

C.3.4 Data Analysis

The Contractor(s) shall conduct a range of data analysis activities related to epidemiology, statistical analysis, data mining, data quality control, importing and exporting of data, and providing guidance on data discussions as designated by the CA, in consultation with the planning groups.

The activities can include:

- C.3.4.1** Epidemiology, including developing reports and presentations, providing technical assistance and capacity building, webinar development, developing toolkits, worksheets, maps and guidance documents to enhance planning process.
- C.3.4.2** Statistical analysis, including cleaning, translation, and analysis of large datasets, design of needs assessment or other new data activities, data mining and data quality control, informatics and visualization of data and compilation of data sources.
- C.3.4.3** Data support, including working with planning bodies to understand data and guide data discussions.
- C.3.4.4** Minimum experience and education requirements for data analysis services are as follows:
 - a) Minimum 7 years of experience in epidemiology, statistical analysis and/or data management.
 - b) Minimum Masters level degree with preferred doctoral level or equivalent in experience.
 - c) Experience in public health prevention, care and treatment.
 - d) Experience in epidemiological processes and protocols, data analysis, geo-mapping, data mining and quality control and population-based and programmatic
 - e) data sets.
 - f) Verbal and written skills in data presentations, discussion facilitation and translating scientific and technical data for non-expert audiences.
 - g) Experience in utilizing data for program development.
 - h) Multi-cultural competency working with diverse population groups.

C.3.5 Training

The Contractor(s) shall provide a range of trainings using various formats related to subject matter content, procedural approaches, planning processes, and other relevant topics to public health, chronic disease, child, adolescent and school based health, violence and injury prevention, maternal, perinatal, and infant health, breastfeeding, healthy food access, nutrition, physical fitness, workplace wellness, access to and utilization of primary care, immunization and communicable disease, health equity and impact of social determinants of health, planning activities, social determinants of health, coalition building, cultural competency, and community engagement. The trainings are generally skills building in nature; however there may be some training where academic training is required to provide the right skills to the participants. The training format may include classroom or webinar.

The training tasks include:

- C.3.5.1** Preparation of curriculum; all curriculum will be reviewed by the CA or designee.
- C.3.5.2** Preparation and dissemination of training materials.
- C.3.5.3** Conducting training sessions or securing appropriate trainer or subject matter experts.
- C.3.5.4** Preparation and dissemination of training evaluation materials.
- C.3.5.5** Provide access to taped training sessions, slides, handbooks, and other training tools.
- C.3.5.5** Facilitation of academic, certification or other acknowledgement of training achievement, accomplishment, or satisfaction of requirements.
- C.3.5.6** Minimum experience and education requirements for training services are as follows:
 - a) Minimum 5 years of experience in training.
 - b) Certifications or equivalent experience in content subject training.
 - c) Certifications, degree or equivalent experience in training and adult learning skills and approaches.
 - d) Experience in training evaluation techniques and tools.
 - e) Multi-cultural competency working with diverse population groups.

C.3.6 Technical Writing

The Contractor(s) shall provide technical writing services. Examples include pre-planning, development, and bid preparation for federal and private funding opportunities; writing technical assistance reports for policy implementation; developing policy briefs, position statements, and white papers; and preparing draft policies, regulations and legislation; among others.

The writer(s) would provide services including, but not limited to:

- C.3.6.1** Prepare documents in accordance with federal, District or other program requirements, including writing style, page length, format and other conditions.
- C.3.6.2** Obtain additional source material, other than provided by CA or designee, as necessary to meet document requirements.
- C.3.6.3** Adapt technical information into text that will be accessible and understandable to non-expert and general readers.
- C.3.6.4** Provide design and publication services; including preparation of proofs and reproduction (printed and/or interactive web-based) documents.
- C.3.6.5** Minimum experience and education requirements for technical writing services are as follows:
 - a) Minimum 7 years of writing experience.
 - b) Experience in adapting scientific and technical information into accessible and understandable language for non-expert audiences.
 - c) Experience in writing policy and planning documents.

- d) Experience in public health content.
- e) Experience with federal funding requirements and procedures.

C.3.7 Communications and Social Marketing

The Contractor(s) shall initiate communications and social marketing strategies to promote healthy behaviors and increase use of existing and/or planned health resources and services by men, women, and children in the District. The Contractor(s) will coordinate efforts to strengthen public-private partnerships to deliver health-related messaging and bolster the capacity of CHA and partners to promote and oversee public health communications and marketing initiatives. Examples include development and implementation of marketing and communications strategies; development and implementation of public health campaigns, including development of creative, accessible, engaging and informative public service announcements; draft a range of content for marketing/advertising copy, websites and various social media platforms (Facebook, Twitter, LinkedIn, etc.); track and analyze web analytics; among others.

The writer(s) would provide services including, but not limited to:

- C.3.7.1** Evaluate current public information campaigns and make recommendations to improve effectiveness or develop strategies and content for newly-initiated campaigns, copywriting, and content development across multiple platforms.
- C.3.7.2** Develop multi-platform media campaigns, provide professional design services, perform pilot and/or focus group testing of messages, perform market research, and secure ad buys.
- C.3.7.3** Establish, maintain and develop original content for use on specified social media platforms. Monitor and analyze web metrics and analytics by the measurement, evaluation and reporting of statistical data, trending topics and other methods necessary to maintain a strategy that is concurrent with industry standards and best practices.
- C.3.7.4** Provide training and technical assistance to CHA and partners to improve communications and digital engagement capacity.
- C.3.7.5** Minimum experience and education requirements for communications and social marketing services are as follows:
 - a) Minimum 7 years communications and social marketing experience.
 - b) Experience in communications and social marketing copy writing and content development.
 - c) Experience in public health content.

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 July, 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number 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 July, 2010 (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 which shall be defined at the Task Order/Purchase Order level.

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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Department of Health
Office of the Controller/Agency CFO
899 N. Capitol St NE
Washington, DC 20002

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 PAYMENT

Payment will be made in full upon completion of the deliverables as identified in Section F.3, and upon receipt of a proper invoice.

G.3 ASSIGNMENT OF CONTRACT PAYMENTS

G.3.1 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.3.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.3.3 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.4 THE QUICK PAYMENT CLAUSE

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.4.1.2 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.4.2 Payments to Subcontractors

G.4.2.1 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.4.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.4.2.3 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.4.2.4 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.4.3 Subcontract requirements

G.4.3.1 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.5 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:

Hakima Muhammad
Contracting Officer
Office of Contracting and Procurement
899 North Capitol Street NE
5th Floor
Washington, DC 20002
Office: (202) 724-7562
Email: Hakima.Muhammad@dc.gov

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** 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.6.3** 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.7 CONTRACT ADMINISTRATOR (CA)

- G.7.1** 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.7.1.1** 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.7.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.7.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.7.1.4** 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.7.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.7.2** Point of Contact information for the CA on this contract is:

Keela Seales
Deputy Director of Strategic Planning, Policy and Evaluation
Community Health Administration
D.C. Department of Health
899 N. Capitol St., NE, Washington, DC 20002
202.442.8984 phone
keela.seales@dc.gov

- G.7.3** 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.7.4 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.

G.8.5 ORDERING CLAUSE

G.9.5.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.9.5.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.9.5.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2005-2103, Revision 15**, dated 12/22/2014, 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 exercise 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.2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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.3 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 release 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.4 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.5 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.6 WAY TO WORK AMENDMENT ACT OF 2006

H.6.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.6.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.6.3 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.6.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.6.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.6.6 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.6.7 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.6.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent 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.6.9 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.7.1 Subcontractor Standards

H.7.1.1A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

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 July, 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of 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

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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.7.2 Personnel expected to work under this contract shall be approved only by the CO on a Task Order/Purchase Order basis. Contractor employees approved by the CO to work under individual Task Orders shall not be consultants, but shall be employed directly by the Prime Contractor.

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. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$500,000 per occurrence, including the District of Columbia as additional insured.
6. 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 \$500,000 per occurrence for each wrongful act and \$1,000,000 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:

Hakima Muhammad
Contracting Officer
Office of Contracting and Procurement
899 North Capitol Street NE
5th Floor
Washington, DC 20002
Office: (202) 724-7562
Email: Hakima.Muhammad@dc.gov

- 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 bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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) IFB, as amended
- (6) Bid

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:

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July, 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/22/14
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder/Offeror Certifications
available at www.ocp.dc.gov click on “Solicitation Attachments”

K.1 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder, resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in section B.4 to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the Contractor’s responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to make multiple awards resulting from this solicitation to the responsive and responsible bidder who has the lowest bid submissions.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** This solicitation will be conducted electronically using the District's Ariba e-Sourcing system. To be considered, a bidder must submit its bid via the Ariba e-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.5** With its bid, bidder must provide a complete breakdown of the discrete elements which make the total extended price per labor category per year. Bidders profits/fees shall not exceed 10%. The District may deem non-responsive bidders who fail to comply with this requirement. The District may find any Contractor ineligible for award based on non-responsiveness to the conditions set forth in this solicitation.
- L.2.6** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of

performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted into the District's system no later than the closing date and time. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the District's system at any time before the closing date and time for receipt of bids.

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

L.6.1 Late Submissions

The District's system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

L.6.2 Late Modifications

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

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's e-Sourcing system's instructions. The prospective bidder should submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of bids. The District will furnish responses via the District's e-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.9 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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 bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.11 BIDS WITH OPTION YEARS

L.11.1 The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.11.2 With its bid, bidder must provide a complete breakdown of the discrete elements which make the total extended price per labor category per year. Bidders profits/fees shall not exceed 10%. The District may deem non-responsive bidders who fail to comply with this requirement. The District may find any Contractor ineligible for award based on non-responsiveness to this solicitation.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of bidder;

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.14 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:

Hakima Muhammad
Contracting Officer
Office of Contracting and Procurement
899 North Capitol Street NE
5th Floor
Washington, DC 20002
Office: (202) 724-7562
Email: Hakima.Muhammad@dc.gov

L.15 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.15.1 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.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 SPECIAL STANDARDS OF RESPONSIBILITY

L.16.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District its prior experience with the requirements set forth in the Statement of Work, Section C. The bidder must submit with its bid convincing evidence which demonstrates the bidder meets the Special Standards of Responsibility. Such evidence may be submitted in the form of resumes of proposed Key Personnel and/or capabilities statements which details specific experience related to the SOW requirements. Resumes and capabilities statements will not be evaluated, however will be reviewed to validate proposed personnel meet the mandatory minimum experience and educational requirements set forth in the SOW, and/or validate the bidder has the required levels of experience required to perform the SOW requirements.

L.16.2 The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Personnel expected to work under this contract shall be approved only by the CO on a Task Order basis. Contractor employees approved by the CO to work under individual Task Orders shall not be sub-contractors or consultants, but shall be employed directly by the prime Contractor.

L.17 KEY PERSONNEL

L.17.1 The District considers the following positions to be key personnel for this contract:

- i. Planning Coordination
- ii. Subject Matter Experts
- iii. Evaluation
- iv. Data Analysis
- v. Training
- vi. Technical Writing
- vii. Communications & Social Marketing

SECTION M: EVALUATION FACTORS

M.1. BASIS OF AWARD

M.1.1 Award will be made to the lowest most responsive responsible offer received.

M.1.2 In accordance with OMB Guidance Section 200.319(b), non-federal entities are prohibited from providing geographical preference in awarding a contract with federal funds. This uniform guidance takes precedence over state and local laws requiring geographical preference. This Contract will be awarded using federal funds. Preference points for Certified Business Enterprises will not be applied to this contract.

M.2 EVALUATION OF OPTION YEARS

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