

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF MENTAL HEALTH  
CONTRACTS AND PROCUREMENT SERVICES**

**REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER RM-12-RFP-003-BY4-TLW FOR**

**PSYCHIATRIC AND PSYCHOLOGICAL ASSESSMENT SERVICES**

The District of Columbia, Department of Mental Health (DMH) Contracts and Procurement Services is seeking Qualified and Experienced contractors to provide Psychiatric and Psychological Assessment Services on the Consumers of the Department of Mental Health, Child and Youth Services Division The Assessment Center located at 300 Indiana Avenue, NW, Room 4023 Washington, DC 20001.

OPENING DATE: Thursday, December 8, 2011

**CLOSING DATE: WEDNESDAY, JANUARY 4, 2012**

**CLOSING TIME: 2:00 PM EST**

To obtain additional copies of this REQUEST FOR PROPOSAL, please contact Tira Williams, Contract Specialist, at:

**D.C. Department of Mental Health** | Contracts and Procurement Services at 609 H Street, NE – 4<sup>th</sup> Floor, Washington DC 20002; Tel: 202.671-3184| Fax: 202.671-3395| e-mail: [tira.williams@dc.gov](mailto:tira.williams@dc.gov)

If you wish to respond to this Solicitation, please submit your Bid in a sealed envelope with the **Solicitation Number, RM-12-RFP-003-BY0-TLW**, clearly written on the envelope to **MS. TIRA WILLIAMS, 609 H STREET, NE – 4<sup>TH</sup> FLOOR, WASHINGTON, DC 20002 NO LATER THAN WEDNESDAY, January 4, 2012 AT 2:00 PM EST**. You **MUST** include the following documents with your Bid submission.

1. Page 1 of the Solicitation with boxes 14, 14A, 15, 15A and 15B completed and signed
2. Completed and signed Solicitation Pages 4 through 7, the B.4 Pricing Schedule. **(PLEASE NOTE: Do not write any additional notes or computations to these pages, as it may disqualify your Bid)**
3. A completed Tax Certification Affidavit
4. A completed Equal Employment Opportunity (EEO) Policy Statement
5. A completed and signed First Source Agreement
6. A completed and signed DC Government Bidders Certification Form
7. Put the Technical Proposal in a sealed envelope marked **“Technical Proposal** and put the Price Proposal in a separate sealed envelope marked **“Price Proposal”**. **Put the solicitation number on each envelope and then put both the Technical and Price Proposals together in a large single envelope**

Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB  
Director, Contract and Procurement Services  
Agency Chief Contracting Officer  
Department of Mental Health  
Contract and Procurement Services  
609 H Street, NE-4th Floor  
Washington, DC 20002**

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1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>	2. PAGE OF PAGES:
	<b>1 of 66</b>
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: <b>RM-12-RFQ-003-BY4-TLW</b>
	5. DATE ISSUED: <b>N/A</b>
	6. OPENING/CLOSING TIME: <b>December 8, 2011/Wednesday, January 4, 2012</b>

7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b><u>Samuel.Feinberg@dc.gov</u></b>
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**OFFER (TO BE COMPLETED BY CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (Contractor acknowledge receipt of amendments to the SOLICITATION for Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF CONTRACTOR:	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:	15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:

**AWARD (To be completed by the DMH)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Administration Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:
	20. AWARD DATE:

**SECTION B  
SUPPLIES OR SERVICES AND PRICE**

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**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF SOLICITATION**

B.1.1 The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking Qualified and Experienced Psychiatrists, Qualified and Experienced a Psychologists, and Qualified and Experienced English/Spanish Speaking Bilingual Psychologists to perform Psychiatric, Psychological and Mental Health Assessments upon requests by the DC Family Court for the Youth Forensic Services/Assessment Center (hereinafter Assessment Center). The Assessment Center provides Mental Health Assessments of youths and families involved in both the Abuse and Neglect system (Child and Family Services Agency) and the Juvenile System (Division of Youth Rehabilitation Services and Court Social Services) In all instances, formal referrals for Mental Health Assessments are received by way of DC Family Court Orders.

**B.2 CONTRACT TYPE**

B.2.1 The District contemplates making Multiple Contract Awards of a Labor Hour Contract resulting from this solicitation.

B.2.2 Psychiatric Assessments shall be contracted on an Hourly Basis with the amount of time per typical Psychiatric Assessment Not to Exceed (NTE) Five (5) Hours

B.2.3 Psychological Assessments shall be contracted on an Hourly Basis with the amount of time per typical Psychological Assessment Not to Exceed (NTE) ten (10) Hours

B.2.4 The Contractor shall coordinate services within the existing schedule. In the event that an assessment might require more than the pre-established, Not-To-Exceed amount of hours, the Psychiatrist or Psychologist must receive advance approval from the Youth Assessment Center Coordinator. The regular hours of operation for the Assessment Center are from 8:15 AM to 4:45 PM – Monday through Friday. Based on the current needs of the program, the Contractor shall be required to provide services on an average of 8 hours per week. Under no circumstances shall the Contractor be permitted to work more than the total number of hours allocated to the Contactor.

**B.2.5.ORDERING PROCEDURES**

Delivery or performance shall be made only as authorized by DC Family Court Services. The Contractor shall receive formal referrals for assessments in accordance with ordering instructions in the Family Court Orders.

B.2.5.1 This Labor Hour Contract shall include all overhead, profit, labor and materials

**B.3 PERIOD OF PERFORMANCE**

B.3.1 The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

**B.4 SCHEDULE B PRICING SHEET** – See Pages 4 through 7

**PART I – THE SCHEDULE**

**SECTION B – 4 SERVICES AND PRICE/COSTS**

ITEM NO.	SUPPLIES/SERVICES	MAX QTY OF EVAL. SESSIONS	UNIT	UNIT PRICE PER EVAL. SESSION	EXTENDED PRICE
001	<p>Item Description: The District of Columbia Department of Mental Health (DMH) is seeking Qualified and Experienced Psychiatrists, Qualified and Experienced Psychologists and Qualified and Experienced English/Spanish Speaking Bilingual Psychologists to, upon request by the DC Family Court, perform Psychiatric, Psychological and Mental Health Assessments on the Consumers of the Youth Forensic Services Assessment Center.</p> <p><b>The Psychiatrists shall indicate the Maximum Service Capacity in Five (5) Hour Sessions and the Psychologists shall indicate the Maximum Service Capacity in Ten (10) Hour Sessions for a Period of Performance of One (1) Year from Date of Award and for the Four (4) One (1) Year Option Periods.</b></p> <p><b><u>Base Year</u></b></p> <p>PSYCHIATRIC SERVICES for Children &amp; Youth</p> <p>PSYCHOLOGICAL SERVICES for Children, Youth and Families</p>	<p>_____</p> <p>_____</p>	<p><b>Five (5) Hour Evaluation</b></p> <p><b>Ten (10) Hour Evaluation</b></p>	<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>

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002	BILINGUAL PSYCHOLOGICAL SERVICES	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	<b><u>Option Year One (1)</u></b>				
	PSYCHIATRIC SERVICES for Children & Youth	_____	<b>Five (5) Hour Evaluation</b>	\$ _____	\$ _____
	PSYCHOLOGICAL SERVICES for Children, Youth and Families	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
003	BILINGUAL PSYCHOLOGICAL SERVICES	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	<b><u>Option Year Two (2)</u></b>				
	PSYCHIATRIC SERVICES for Children & Youth	_____	<b>Five (5) Hour Evaluation</b>	\$ _____	\$ _____
	PSYCHOLOGICAL SERVICES for Children, Youth and Families	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
004	BILINGUAL PSYCHOLOGICAL SERVICES	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	<b><u>Option Year Three (3)</u></b>				
	PSYCHIATRIC SERVICES for Children & Youth	_____	<b>Five (5) Hour Evaluation</b>	\$ _____	\$ _____
	PSYCHOLOGICAL SERVICES for Children, Youth and Families	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	BILINGUAL PSYCHOLOGICAL SERVICES	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____

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005	<b><u>Option Year Four (4)</u></b>				
	PSYCHIATRIC SERVICES for Children & Youth	_____	<b>Five (5) Hour Evaluation</b>	\$ _____	\$ _____
	PSYCHOLOGICAL SERVICES for Children, Youth and Families	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	BILINGUAL PSYCHOLOGICAL SERVICES for Children, Youth and Families	_____	<b>Ten (10) Hour Evaluation</b>	\$ _____	\$ _____
	_____ Printed Name of Offeror				
	_____ Printed Name of Authorized Personnel				
	_____ Title of Authorized Personnel				
	_____ Signature of Authorized Personnel				
	_____ Date				

**\*\*\*END OF SECTION B\*\*\***

**PART I – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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**PART I - THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

**C.1 OVERVIEW:**

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. The Assessment Center provides mental health assessments of youth and families involved in either the abuse and neglect system (Child and Family Services Agency) or the juvenile system (Division of Youth and Rehabilitation Services and Court Social Services). In all instances, formal referrals for assessments are received by way of DC Family Court orders.

**C.2 SCOPE OF SERVICES**

**C.2.1 SPECIFIC REQUIREMENTS:**

C.2.1.1 The District of Columbia, Department of Mental Health (DMH) Office of Program and Policy (OPP) Child and Youth Services Division (CYSD) is seeking the services of Qualified and Experienced Psychiatrists to perform Psychiatric and Mental Health Assessments, Qualified and Experienced Psychologists and Qualified and Experienced English/Spanish Speaking Bilingual Psychologists to perform Psychological Evaluations and Mental Health Assessments, upon request by the DC Family Court. These Psychiatric/Psychological/Mental Health Assessments are to be conducted by the Assessment Center.

**C.3 PSYCHIATRISTS RESPONSIBILITIES**

1. Review all relevant materials, including all previous assessments, school, hospital, residential, detention, and probation reports and court orders.
2. Conduct one or more face-to face interviews of child and, as appropriate and/or Court Ordered, with critical family members.
3. Contacts and supports shall:
  - a. Be culturally competent
  - b. Offer recommendations for services and supports for the child and family
4. Conducts assessments and generates reports that answer the specific questions or concerns raised in the context of the Court Order or agency request.

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5. Submit psychiatric evaluations of juvenile cases in hard copy to the Court and to the DMH/AC Coordinator within ten (10) working days of the last scheduled contact.
6. Be available to testify regarding the assessment report, findings and recommendations.

**C.4 QUALIFICATIONS FOR PSYCHIATRISTS:**

- C.4.1 M.D. in Psychiatric Medicine with specialization in Child and Adolescent Psychiatry
- C.4.2 Licensed in the District of Columbia
- C.4.3 Board Certified or Board Eligible in Child/Adolescent Psychiatry
- C.4.4 At least 2 years experience in conducting psychiatric assessments for the Family Court in DC Superior Court or a neighboring jurisdiction.
- C.4.5 At least 2 years experience in providing expert psychiatric testimony in neglect, domestic relations, and juvenile or other related court matters.
- C.4.6 Exception may be granted by the Chief Clinical Officer on the recommendation of both the DMH/AC Coordinator and the Associate Chief Clinical Officer for the experience.

**C.5 PSYCHOLOGISTS RESPONSIBILITIES**

- C.5.1 Review all relevant materials, including all previous assessments, school, hospital, residential, detention and probation reports and Court Orders.
- C.5.2 Conducts one or more face to face interviews with the child/consumer and, as appropriate, and/or Court Ordered, with critical Family Members
- C.5.3 Determine the most efficient and parsimonious evaluation strategy required to respond to the concerns raised in the Court Order.

**C.6 CONTACTS AND SUPPORTS RESPONSIBILITIES**

- C.6.1 Be Culturally Competent.
- C.6.2 Offer recommendations for services and supports for the family (in addition to making recommendations regarding the identified youth).

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C.6.3 Submit psychological evaluations in hard copy to the Court and to the DMH/AC Coordinator in no more than fifteen (15) calendar days from the last scheduled contact.

C.6.4. Be available to testify regarding the assessment report, findings and recommendations.

**C.7 QUALIFICATIONS FOR PSYCHOLOGISTS**

C.7.1 Ph.D. or Psy.D. in Clinical Psychology with specialization in Child and Adolescent Psychology.

C.7.2 Licensed in the District of Columbia.

C.7.3 At least 2 years experience in conducting Psychological Assessments for the Family Court in DC Superior Court or a neighboring jurisdiction.

C.7.4 At least 2 years experience providing expert Psychological Testimony in neglect, domestic relations and juvenile or other related court matters.

C.7.5 Exception may be granted by the Chief Clinical Officer on the recommendation of both the DMH/AC Coordinator and the Associate Chief Clinical Officer for experience.

**C.8 INSURANCE**

C.8.1 Offeror shall have or obtain and maintain throughout the term of an awarded Contract under this solicitation medical malpractice insurance of not less than one million dollars (\$1,000,000.00) for individual incidents and three million dollars (\$3,000,000.00) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the contract awarded under this solicitation. Offeror shall purchase a "tail" for the policy when:

- (a) provider cancels or fails to renew the policy, or
- (b) a contract under this solicitation expires, whichever occurs first.

Failure to maintain the malpractice insurance at anytime during the term of a contract awarded under this solicitation shall constitute default. A copy of all correspondence between the Offeror and its malpractice insurer shall be sent to DMH immediately upon Contract awarded under this solicitation.

**C.9 REPORTS**

C.9.1 Unusual incidents (accidents, personal injuries, deaths, property damage greater than \$500.00, police and fire department involvement, suspected crimes, court action, etc.), which are connected with activities under this contract, must be reported to the

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Contracting Officer's Technical Representative (COTR), Debby Allen, by telephone within 24 hours of the occurrence, and a written report submitted within 48 hours.

**C.10 RECORDS**

C.10.1 The Offeror shall keep accurate records reflecting the initial and periodic assessments, initial and periodic service plans and the ongoing progress of each patient in a form prescribed by the Assessment Center Coordinator. All records of psychiatric, and psychological evaluation, diagnosis, treatment, and/or referral created under this Contract shall become part of the official medical record of the DMH.

C.10.2 The Offeror shall maintain its business and clinical records at Offeror's cost for records necessary to fully disclose the extent and nature of mental health services provided by Offeror for a period of Six (6) years after reimbursement for services. Such records shall include all physical records originated or prepared in connection with Offeror's performance of its obligations under this Contract, including, but not limited to financial, medical records, and other documents pertaining to costs, payments received and made and mental health services provided to Offeror's patients.

**C.11 CONTRACTOR RESPONSE**

C.11.1 The Offeror shall respond to this Statement of Work with the following information in the order listed below. **PLEASE BE SURE TO USE THE SECTION NUMBERS WHEN RESPONDING TO THIS SOLICITATION.**

C.11.2 Statement describing demonstrated overall capability to insure all deliverables is met.

C.11.3 Statement describing any demonstrated past similar experiences providing mental health assessments of youth and families involved in the abuse and neglect, juvenile or custody matters.

C.11.4 Resumes (CV's) of all personnel who shall be associated with this project, specifically Medical Certifications and Healthcare Experience pertinent to this solicitation. DMH shall reserve the right, at its discretion, to conduct personal interviews with any or all of the personnel put forth in the response to this solicitation.

C.11.5 Statement describing and confirming a full understanding of the requirements contained in Section 3 of this solicitation, along with ensuring compliance with the terms and conditions as set forth in this solicitation.

C.11.6 Provide a Not-to-Exceed Cost for each Contract Line Item Number (CLIN) of all identified medical resources on the Cost Schedule (Schedule B) Chart that clearly states the following:

- Doctor's name, role, number of hours and cost per hour.

**C.12 STANDARD OF PERFORMANCE**

The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this Contract.

**C.13 ADVERTISING AND PUBLICITY**

C.13.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

**C.14 CONFIDENTIALITY**

C.14.1 **Information concerning DMH Consumers in accordance with the Confidentiality Law, 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.**

**\*\*\* END OF SECTION C \*\*\***

**PART I – THE SCHEDULE**

**SECTION D**

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**PACKAGING AND MARKINGS**

NOT APPLICABLE TO THIS SOLICITATION

**\*\*\* END OF SCHEDULE D \*\*\***

**PART I – THE SCHEDULE**

**SECTION E**

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**INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant Contract shall be governed by the Government of the District of Columbia's Standard Contract Provisions (SCP) Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1 – 3.

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard Contract Provisions 0303.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0303.pdf)

**\*\*\* END OF SCHEDULE E \*\*\***

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**F.1 CONTRACT TYPE**

The District contemplates awards of Multiple Fixed Price Contracts from this solicitation

**F.2 PERIOD OF PERFORMANCE**

- F.2.1.1 The Period of Performance for this Contract shall be for One Year from Date of Award with Four (4) One (1)Year Option Periods.
- F.2.1.2 The District may extend the term of this Contract by exercising up to Four (4), One (1) Year Option Periods.
- F.2.1.3 The total duration of this Contract, including the exercise of any Options under this clause, shall not exceed Five (5) years.

**F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- F.3.1 The District shall extend the term of this Contract for a period of Four (4) One Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary written notice does not commit the District to an extension. The Exercise of the Option Period of a Contract is at the sole and absolute discretion of DMH based upon the satisfactory performance of the Contractor by being in compliance with the Scope of Work, along with the Terms/Conditions of the Contract and is subject to the availability of funds at the time of the Exercise of the Option Period. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Contractor Chief Contracting Officer (Director/ACCO) prior to the expiration of the Contract.
- F.3.2 If the District exercises this Option, the extended Contract shall be considered to include this Option provision.
- F.3.3 The price for the Option Period shall be as specified in Section B, Pricing Schedule of this Contract.

\*\*\*END OF SCHEDULE F \*\*\*

**PART I – THE SCHEDULE**

**SECTION G**

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**G.1 INVOICE PAYMENT**

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

G.1.2 The District shall pay the Contractor on or before the 30<sup>th</sup> day after Accounts Payable receives a proper invoice which has been certified as correct by the Contract COTR.

**G.2 SUBMISSION OF INVOICES**

G.2.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6<sup>th</sup> Floor Washington, DC 20002 or by e-mail to [dmh.ap@dc.gov](mailto:dmh.ap@dc.gov). The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. After receiving a proper invoice, the Accounts Payable office shall forward the invoice to the COTR for certification. After the invoice has been certified by the COTR, it shall be returned to Accounts Payable for processing. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written, up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** and shall be resubmitted as indicated in this clause.

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, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number, block number eleven (11) and encumbrance number, block number seven (7) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;

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

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

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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**

In accordance with the Quick Payment Act, DC Official Code § 2-221.02, payments 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. DMH shall only pay the Contractor for performing the services under this Solicitation at the prices stated in the Section B, clause B.4, Schedule B Pricing Sheet.

**G.4 ASSIGNMENTS**

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to

\_\_\_\_\_  
Name of Assignee

\_\_\_\_\_  
Address of Assignee).

**G.5 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street NE - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202- 671-3188; Fax: 202-671-3395

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1 The Contracting Officer 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 Contracting Officer.
- G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1 The Director, Contracts and Procurement/Agency chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement Services/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement shall be responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract.

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In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract.

Debbie L. Allen shall serve at the Contracting Officer's Technical Representative (COTR) for this Contract.

Debbie L. Allen  
Assessment Center Coordinator  
Office of Programs and Policy  
DC Department of Mental Health  
300 Indiana Ave., NW – Suite 4023  
Washington, DC 20003  
Office Phone: (202) 724-7766  
Office Fax: (202) -724-2383  
Email: [debbie.allen@dc.gov](mailto:debbie.allen@dc.gov)

G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

**\*\*\* END OF SCHEDULE G \*\*\***

**PART I: THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	25 - 29
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H.6	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	30

**H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure Notification with a cure period of Not to Exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$200.00 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.1.3 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor

**H.2 CONTRACTOR LICENSE/CLEARANCES**

The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

### H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

#### H.3.1 ) Definitions

- (a) Business Associate. "Business Associate" shall mean the Contractor.
- (b) DMH. DMH shall mean the District of Columbia Department of Mental Health.
- (c) Confidentiality Law shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including DC Official Code §§ 4- 1302.03, 1302.08, 1303.06 and 130-3,07
- (d) Designated Record Set means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
  - 1. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and Shall include a person who qualifies as a personal representative in accordance with 45 CFR 64.502(g).
- (f) Privacy Rule. shall mean the requirements and restrictions contained in Standards for Privacy of Individually Identifiable Health Information at 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.
- (g) Protected Information shall include protected health information as defined in 45 CFR 164.501, limited to the protected health information created or received by the Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) Protected Health Information. shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the

Business Associate from or on behalf of DMH.

- (i) *Required By Law*. shall have the same meaning as the term "required by law" in 45 CFR 164.50, except to the extent District of Columbia laws have preemptive effect by operation of 45 CFR part 160, subpart B, or regarding other protected information required by District or Federal law.
- (j) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### H.3.2 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Privacy and Confidentiality Compliance Section H.3.2, or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Section H.3.2.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect 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 Section H.3.2.
- (d) Business Associate agrees to report to DMH any use or disclosure of the Protected Health Information not provided for by this Section H.3.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a Sub- Contractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of DMH and in the time and manner proscribed by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer, to Protected Health Information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of DMH or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer

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- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, DMH, available to the DMH in a time and manner prescribed by the Director Contracts and Procurement Services/Agency Chief Contracting Officer for purposes of determining DMH's Compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**H.3.3 Permitted Uses and Disclosures by Business Associate**

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H3.3, the Business Associate may use or disclose Protected Health information to Perform functions, activities, or services for, or on behalf of, DMH as specified in this Solicitation, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.3.3, 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 Section H.3.3, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3.3, the Business Associate may use Protected Health Information to provide Data Aggregation Services to DMH as permitted by 42 CFR164.504(e)(2)(i)(B).

- (e) Business Associate may use Protected Health Information to report violations of the law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### H.3.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information
- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

#### H.3.5 Permissible Requests by DMH

- (a) DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

#### H.3.6 Term and Termination

- (a) Term. The requirements of this HIPPA Privacy Compliance Clause shall be effective as of the date of Contract Award, and shall terminate when all of the Protected Health Information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.3.3 by Business Associate, DMH shall either:
  - (1) Provide an opportunity for 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 DMH;
  - (2) Immediately terminate the Contract if Business Associate has breached a material term of this HIPPA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves Protected

Health Information, DMH shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph H.3.6.(c) of this section, upon termination of the Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to Protected Health Information that is in the possession of Sub-Contractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

H.3.7 Miscellaneous

- (a) Regulatory References - A reference in this Section, H.3 in the Privacy Rules means the section as in effect or as amended.
- (b) Amendment - The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival - The respective rights and obligations of the Business Associate under Section H.3.2 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- (d) Interpretation - Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rules.

H.4 COST OF OPERATION

All Costs of operation under this Contract shall be borne by the Contractor. This shall

include, but is not limited to, taxes, surcharges, licenses, insurances, transportation, salaries and bonuses.

**H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this Contract, this Contractor and any of its sub-Contractors 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. Section 12101 et. Seq.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of this Contract, the Contactor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. The Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. Seq.

**\*\*\*END OF SCHEDULE H \*\*\***

**PART I: THE SCHEDULE**

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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**PART I: THE SCHEDULE**

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION I – CONTRACT CLAUSES**  
**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this contract. The Standard Provisions are attached hereto and can also be retrieved at:

[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf).

(Right Click on link and select “Open Hyperlink.”)

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

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.6 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTORS**

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

1.9.1 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

**I-10 SUSPENSION OF WORK**

I-10.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I-10.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

I-10.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**I-11 STOP WORK ORDER**

I-11.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I-11.2 The order shall be specifically identified as a stop work order issued under this clause.

Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I-11.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.

I-11.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement /Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

I-11.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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I-11.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I.12 INSURANCE**

The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer  
Government of the District of Columbia  
Department of Mental Health  
609 H Street, NE - 4<sup>th</sup> Floor  
Washington, DC 20002

**I.13.1 WORKERS' COMPENSATION INSURANCE**

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease, and \$500,000/disease policy limit shall be included.

**I.14.2 COMMERCIAL GENERAL LIABILITY INSURANCE**

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent contractors, and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants,

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etc.) into the environment shall be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.14.3 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least thirty (30) days written notice to the District, prior to any termination or material alternation.

**I.15 GOVERNING LAW**

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Mental Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

**I.16 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

**I.17 ANTI-KICKBACK PROCEDURES**

Definitions:

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a sub-contract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.17.1 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.17.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

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- I.17.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.17.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.17.5 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- I.17.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.17.6 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.17.6.1 Providing or attempting to provide or offering to provide any kickback;
  - I.17.6.2 Soliciting, accepting, or attempting to accept any kickback; or
  - I.17.6.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.17.7 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.17.8 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement /Agency Chief Contracting Officer.
- I.17.9 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

**I.18 RIGHTS IN DATA**

- I.18.1 “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.18.2 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.18.3 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.18.4 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.18.5 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 the 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 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

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the District until such time as the District may have released such data to the public. The District shall not unreasonable withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

I.18.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.18.6.1 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.18.6.2 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.18.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.18.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.18.7 The restricted rights set forth in section I-5.6 are of no effect unless:

I.18.7.1 The data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

I.18.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

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- I.18.8 In addition to the rights granted in Section I-5.9 below, 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-5.9 below, 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 this paragraph.
- I.18.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-2 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.18.10 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 the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- I.18.11 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 for the following:
- I.18.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
- I.18.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.18.12 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.18.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 in this clause 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

**I.19 ORDER OF PRECEDENCE**

**A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this contract by reference and made a part of the Contract:**

**I.19.1 Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) (Attachment J.2)**

**I.19.2 Sections A through M of this Contract Number RM-12-RFP-003-BY4-TLW**

**I.19.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)**

**I.19.4 DMH Policies and Rules**

**I.19.5 Tax Certification Affidavit (J.3)**

**I.19.7 EEO Package (J.4)**

**I.19.8 Wage Determination (Attachment J.5)**

**This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.**

**\*\*\* END OF SECTION I \*\*\***

**PART I: THE SCHEDULE**

**SECTION J**

**WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Right click on link, select "Open Hyperlink")  
**(27 PAGES)**  
**[http://ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)**
- J-2 Consent Order Dated December 12, 2003 In Dixon, et al. v Fenty, et al., ca 74-285 (TFH) (Dixon Consent Order) (18 Pages) (Right click on link, select "Open Hyperlink.") (18 PAGES)  
**<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,|31262|.asp>**
- J-3 Tax Certification Affidavit (Right click on link, select "Open Hyperlink.") (1 PAGE)  
**[http://ocp.in.dc.gov/ocp/lib/ocp/policies and form/TAX CERTIFICATION AFFIDAVIT. pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf)**
- J-4 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Right click on link, select "Open Hyperlink")  
**[http://ocp.in.dc.gov/ocp/lib/ocp/policies and form/eo compliance.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf)**
- J-5 Wage Determination No. 2005-2103 (Revision 9) June 9, 2010 (10 PAGES)  
**<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>**
- J-6 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES)  
**<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>**
- J.7 Department of Mental Health Policies and Rules (NEW) (85 PAGES)  
**<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>**
- J.8 DC Government Bidders Certification Form  
**[http://ocp.dc.gov/DC/OCP/Publication%20Files/Bidder Offeror Certifications.xls](http://ocp.dc.gov/DC/OCP/Publication%20Files/Bidder_Offeror_Certifications.xls)**

The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.

**\*\*\* END OF SECTION J \*\*\***

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIVE, CERTIFICATIONS AND OTHER STATEMENTS OF THE  
CONTRACTORS**

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**SECTION K:**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 TAX CERTIFICATION**

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

**K.2 AUTHORIZED NEGOTIATORS**

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

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**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.4.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_

- \_\_\_\_\_ an individual,  
\_\_\_\_\_ a partnership  
\_\_\_\_\_ a nonprofit organization, or  
\_\_\_\_\_ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

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

**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective Sub-Contractors, prior to execution of any Contractual agreements, that the Sub-Contractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights'

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regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_ has \_\_\_ has not participated in a previous Contract or Sub-Contract subject to the Mayor's Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed Sub-Offerors. (The above representations need not be submitted in connection with Contracts or Sub-Contracts, which are exempt from the Mayor's Order.)

**K.6 WALSH-HEALY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

\_\_\_\_\_ The Offeror is a Regular Dealer.

\_\_\_\_\_ The Offeror is not a Regular Dealer.

(d) Manufacturer

\_\_\_\_\_ The Offeror is a Manufacturer.

\_\_\_\_\_ The Offeror is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

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

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

(i) those prices

(ii) the intention to submit a Contract, or

(iii) the methods or factors used to calculate the prices in the Contract;

- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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*(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 Offeror's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.10 BIDDER/OFFEROR CERTIFICATION FORM**

The Government of the District of Columbia legislation mandates that prior to the award of contracts, certain documents are required. Please follow the link in Section J.9 to complete the Bidder/Offeror Certification Form and submit the completed document with your Response to this Solicitation.

**K.11 ACKNOWLEDGMENT OF AMENDMENTS**

The Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

<b>Amendment No.</b>	<b>Date</b>	<b>Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>	<b>Signature of Authorized Representative</b>

**\*\*\*END OF SCHEDULE K\*\*\***

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS & NOTICES TO THE CONTRACTORS**

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**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 Multiple Labor Hour Contracts resulting from this solicitation to responsible Offerors whose offers conform to the solicitation in a manner that is most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 INITIAL OFFERS**

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

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and five (5) 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 and telegraphic proposals shall not be accepted. Each Technical and Price Proposal shall be submitted in a large, sealed envelope conspicuously marked: ***"Proposal in Response to Solicitation No. RM-12-RFP-003-BY4-TLW; Psychiatric and Psychological Assessment Services."***

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*( Insert Your Company's Name )*

Offerors are directed to the specific Technical and Price Proposal Evaluation Criteria found in Section M of this Solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that shall 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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Quality Improvement Plan

4. Personnel
5. Past Performance

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.3.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than **2:00 P.M. EST ON WEDNESDAY, JANUARY 4, 2012**. 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) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

**L.3.2 PROPOSAL QUESTIONS**

**ALL QUESTIONS ASSOCIATED WITH THIS REQUEST FOR PROPOSAL MUST BE SUBMITTED IN WRITING NO LATER THAN THURSDAY, DECEMBER 15, 2011. ALL WRITTEN QUESTIONS MUST BE SUBMITTED TO**

Samuel J. Feinberg, CCPO, CPPB  
Director, Contracts and Procurement/Agency Chief Contracting Officer  
609 H Street, NE, - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188  
Fax: 202-671-3395  
Samuel.feinberg@dc.gov

**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

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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 an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 HAND DELIVERY OR MAILING OF PROPOSALS**

**DELIVER AN ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE WITH THE SOLICITATION NUMBER CLEARLY DISPLAYED TO:**

Tira L. Williams  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE - 4<sup>th</sup> Floor  
Washington, D. C. 20002  
202-671-3184

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

**L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracting and Procurement Administration, Agency Chief Contracting Officer, Samuel J. Feinberg, 609 H Street, NE, - 4th Floor, Washington, DC, 20002, 202-671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 PROPOSAL PROTESTS**

Any actual or prospective bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or 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 this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.8 SIGNING OF OFFERS**

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

**L.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 paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.10 RETENTION OF PROPOSALS**

All proposal documents shall be the property of the District and retained by the District, and therefore shall 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 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.13 ACCEPTANCE PERIOD**

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

**L.14 BEST AND FINAL OFFERS**

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

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

- L.15.2 District of Columbia, if required by law to obtain such license, registration or 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, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

**L.16 STANDARDS OF RESPONSIBILITY**

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

- L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective Contractor to be non-responsible.

**L.17 OPTIONAL PRE-PROPOSAL CONFERENCE**

L.17.1 The District shall conduct an **Optional Pre-Proposal Conference on Tuesday, December 14, 2011 from 3:00 PM until 4:40 PM EST at the Department of Mental Health, 609 H Street, NE - 4<sup>th</sup> Fl. Conference Room B, #Room 340 Washington, DC 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than ten (10) days after the release of the solicitation.

L.17.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. **All questions must be submitted in writing to the Director, Contracts and Procurement Services/Agency Chief Contracting Officer following the close of the Pre-Proposal Conference in order to generate formal answers, but in any event, NO LATER THAN THURSDAY, DECEMBER 15, 2011.** Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the Solicitation, RM-12-RFP-003-BY4-TLW, and shall be issued as an Amendment to this solicitation.

**\*\*\*END OF SCHEDULE L\*\*\***

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

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**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract shall be awarded to the responsive and responsible Offerors whose offers are the 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 shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

**M.3 TECHNICAL CRITERIA**

- A. EVALUATION FACTOR: Technical Understanding Of The Requirement And Technical Approach of Forensic Evaluations: Knowledge And Expertise**  
**30 POINTS**

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1. Demonstrates a clear understanding of the work to be performed  
**(10 Points)**
2. Experience in conducting psychiatric/psychological/custody evaluations in Court systems within the District and/or neighboring jurisdictions.  
**(10 Points)**
3. Describe cultural competency and the relevance in the evaluation process.  
**(10 Points)**

**B. EVALUATION FACTOR: Quality Improvement Plan 10 Points**

1. Provide description of a Quality Improvement Plan that the Contractor shall use to effectively monitor and evaluate quality, timely evaluations.  
**(10 Points)**

**M.3.1 PAST PERFORMANCE CRITERIA 50 POINTS**

1. Demonstration of past performance by providing work sample (s) of evaluations in Court related matters..  
**(15 Points)**
2. Experience with communicating findings effectively to varying entities (courts, families, legal) orally and in written format..  
**(15 Points)**
3. Share knowledge and experience in testifying (as expert) in related matters.  
**(15 Points)**
4. Share experiences that demonstrate ability to meet deadlines and compliance with work plan.  
**(10 Points)**

**M.4 PRICE CRITERIA**

- a. The price criteria shall be objective. The Prospective Contractor with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Contractor's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score} \quad (10 \text{ Points})$$

**M.5 PREFERENCE**

LSDBE Contractor ( 12 Points)

**M.6 TOTAL ( 112 Points)**

**M.7 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

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

1. General Preferences

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

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

1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and

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4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

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

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

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

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

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

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

1. If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
2. If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or

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3. proposal that is designated by the prime Contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100 point scale

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

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

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

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE,

DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional

preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

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

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or RBO.

**E. Preference for joint Ventures Including Businesses located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone.

**1. Contractor Submission for Preferences**

Any Contractor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- (a) Evidence of the Contractor's, sub Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
  - (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - (2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

**2. Evidence that the Contractor or any sub Contractor is located in an enterprise zone.**

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

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Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this solicitation, any Contractor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All Contractors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**Penalties for Misrepresentation**

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

**Local, Small, and Disadvantaged Business Enterprise Subcontracting:**

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Offeror shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of

materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

**\*\*\*END OF SECTION M\*\*\***