

**OFFICE OF RISK MANAGEMENT
STATEMENT OF WORK
LEGAL SERVICES AND REPRESENTATION**

B.1 SUMMARY OF SERVICES OR SUPPLIES

The District of Columbia Office of Risk Management (ORM), on behalf of the DC Medical Liability Captive Insurance Agency (the “Captive”), is seeking law firms to represent the Captive in lawsuits and to provide various other legal services on an as-needed basis that may be required in the operation, management, and legal defense of the Captive and those insured by the Captive.

- B.1.1.** This will be an indefinite delivery indefinite quantity contract with payments based on fixed unit prices with a cost reimbursement component.

B.2 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

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

- a. Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering Clause, Section E.10. The Contractor shall furnish to the Captive, when and if ordered, the supplies or services specified in the Schedule B.3 and Section C, Description/Specifications/Work Statement up to and including the maximum dollar value of \$400,000 for the overall contract (base and each option year). The Captive will order services or pay at least the minimum dollar value of \$1,000.00 per each contract year. There is no limit on the number of task orders that may be issued as long as they are within the maximum dollar amount.
- b. Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor’s and Captive’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract’s effective period.

B.3 PRICE SCHEDULE – HOURLY RATE

B.3.1 BASE PERIOD

CLIN	Item Description	Price Per Unit	Minimum Dollar Value	Maximum Dollar Value
0001	Represent the Captive and those insured by the Captive in various legal services on an as-needed basis that may be required in the operation, management, and legal defense of the Captive and those insured by the Captive.			
001AA	Partner	\$_____/hour	\$_____	\$_____
0001BB	Associate	\$_____/hour	\$_____	\$_____
0001CC	Paralegal	\$_____/hour	\$_____	\$_____
0002	Cost Reimbursement Components as described in E.11		Not to Exceed \$ 275,000	

B.3.2 OPTION YEAR 1

CLIN	Item Description	Price Per Unit	Minimum Dollar Value	Maximum Dollar Value
0001	Represent the Captive and those insured by the Captive in various legal services on an as-needed basis that may be required in the operation, management, and legal defense of the Captive and those insured by the Captive.			
001AA	Partner	\$_____/hour	\$_____	\$_____
0001BB	Associate	\$_____/hour	\$_____	\$_____
0001CC	Paralegal	\$_____/hour	\$_____	\$_____
0002	Cost Reimbursement Components as described in E.11		Not to Exceed \$ 100,000	

B.3.3 OPTION YEAR 2

CLIN	Item Description	Price Per Unit	Minimum Dollar Value	Maximum Dollar Value
0001	Represent the Captive and those insured by the Captive in various legal services on an as-needed basis that may be required in the operation, management, and legal defense of the Captive and those insured by the Captive.			
001AA	Partner	\$_____/hour	\$_____	\$_____
0001BB	Associate	\$_____/hour	\$_____	\$_____
0001CC	Paralegal	\$_____/hour	\$_____	\$_____
0002	Cost Reimbursement Components as described in E.11		Not to Exceed \$ 25,000	

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Office of Risk Management (ORM) on behalf of the DC Medical Liability Captive Insurance Agency (the “Captive”) is soliciting proposals from law firms to represent the Captive and those insured by the Captive in various legal services on an as-needed basis that may be required in the operation, management, and legal defense of the Captive and those insured by the Captive.

C.1.1 Applicable Documents

Item No.	Document Type	Title	Date
1	DC Code	District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2008, effective July 18, 2008 (D.C. Law 17-196; D.C. Official Code § 1-307.81 <i>et seq.</i>)	2008
2	Act	Captive Insurance Company Act of 2000, effective October 21, 2000 (D.C. Law 13-192; 47 DCR 7320).	2000

C.1.2 Definitions

The Captive reserves the right to modify definition terminology as warranted.

The terms listed in C.1.3 through C.1.6 are defined as follows:

C.1.3 Captive Program Officer – the insurance program officer within ORM; reports to the Director and serves as the Contracting Officer’s Technical Representative (COTR).

C.1.4 Captive Insurance Company (also known as the Captive or Captive insurer) – the agency formed to insure the risks of its members pursuant to the District of Columbia Medical Captive Liability Insurance Company Establishment of 2008.

C.1.5 Chief Risk Officer (CRO) – the Director of the Office of Risk Management.

C.1.6 Contracting Officer Technical Representative – the representative acting on behalf of the Captive during the contracting process and the life of the contract pursuant to the guidelines in section E. Must monitor, inspect and accept work performed under the contract.

C.2 BACKGROUND

The mission of the Office of Risk Management (ORM) is to reduce the probability, occurrence and cost of risk to the District of Columbia government through the provision of risk identification and insurance analysis and support to District agencies, and by efficiently and fairly administering the District’s public workers’ compensation and tort liability programs.

The Captive was established in 2008 with the purpose of providing medical malpractice

liability insurance policies to health centers. *See* District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2008, effective July 18, 2008 (D.C. Law 17-196; D.C. Official Code § 1-307.81 *et seq.*) Since 2008, the Captive has issued medical malpractice insurance policies to seven clinics in the District. The Captive is administered by the Chief Risk Officer, who is authorized to enter into contracts on behalf of the Captive.

C.3 REQUIREMENTS

C.3.1 The Captive requires legal services on an as needed basis as described under **Section B.1 – B.2**. Because of the nature of the scope of services, a firm fixed priced contract or cost reimbursement contract will not suffice to meet the Captive’s budget or requirements.

C.3.2 Legal Counsel, Representation and Litigation Services

The Contractor shall provide legal counsel, representation, negotiation and litigation services to the Captive on an as-required basis on all matters outline in this section, subject to the DC Rules of Professional Conduct, February 2007 (See Section F.11). The Captive shall have the authority to control all aspects of the Contractor’s handling of the litigation. The Captive’s authority shall be final, sole and not subject to review. Subject to the overall direction and supervision of responsible District officials, the Contractor shall at a minimum perform the following listed tasks, without significantly impairing the ability of the involved District agencies to meet their ongoing governmental obligations:

- a. Provide general legal advice to the Captive, as requested by the Chief Risk Officer;
- b. Develop and implement strategies and approaches to effectively provide the required services;
- c. Represent the Captive in trial and appellate courts;
- d. Consult in advance with and obtain written approval from the Contracting Officer’s Technical Representative (COTR) concerning all substantive matters related to the legal services provided;
- e. Handle all aspects of litigation and defending claims, including, but not limited to responding to requests for records and notices of claims; investigation; legal research and writing; discovery; preparation of pleadings, legal memoranda and dispositive motions; selection of consultants and experts; mediation; and settlement offers and terms;
- f. Pursue, if necessary, claims on behalf of the Captive in all stages of the litigation and in any appeals and advise the Captive, Chief Risk Officer and other designated staff on the technical, legal and overall coordination of each

task and/or lawsuit as needed;

- g. Provide the COTR with copies of all correspondence, pleadings, work product and discovery requests and responses related to the legal services;
- h. Inform the COTR in advance of all significant meetings with third parties that concern or potentially affect the legal services;
- i. Keep the COTR aware of the status of any litigation concerning the Captive.
- j. Hold regular status meetings with the CCOTR;
- k. Submit status reports to the CCOTR as necessary.

C.3.3 Litigation and/or legal services required for the Captive may include expertise in the following areas

- a. Health center actions
- b. Contract actions
- c. Advisory board policies, procedures, and recording
- d. Corporate governance
- e. Captive insurance and health care regulatory compliance
- f. Review and interpretation of statutes, rules etc.
- g. General tort liability
- h. General litigation
- i. Medical malpractice
- j. Personal injury
- k. Insurance contracts and defense
- l. Mediation
- m. General Captive matters as required

C.3.4 Legal representation may include appearances before the Captive's Advisory Council or other Captive related meetings.

C.3.5 The Contractor shall submit a comprehensive project work plan and an implementation timeline for each assigned case. The Contractor's timeline shall include:

- C.3.5.a** An orientation session with the COTR and other designated ORM staff to gain further understanding of the Contractor's methodology and to discuss any areas of concern related to each assigned task;
- C.3.5.b** Regular status meetings or conference calls with the COTR and designated staff;

- C.3.5.c.** Submission dates for regular status reports as agreed between the Contractor and the Captive;
- C.3.5.d.** Submission of meeting minutes, work product and legal memoranda after every 14 business days or every thirty (30) hours of billable work whichever occurs soonest; and
- C.3.5.e.** A list of the qualifications of key personnel.

C.3.6 The Contractor shall submit a work plan for each assigned task order within two (2) business days of its assignment. The COTR or other designated staff, will provide approval or comments within three (3) business days of receipt of the work plan.

C.3.7 Upon receipt of the COTR's approval, the Contractor shall prepare and submit a final work plan, inclusive of the COTR's or designated personnel's comments within two (2) business days of receipt of the COTR's approval of the draft plan.

C.3.8 Captive and ORM personnel will be made available, when appropriate, to provide necessary assistance such as provision of historical records, or other information needed to perform comprehensive legal services for the Captive.

C.3.9 TECHNICAL CAPACITY

The Contractor shall provide the technical capacity necessary to successfully perform the required services, including at a minimum the following: (See also Section J.11):

C.3.10 Staff and Organization

The Contractor shall provide the staffing, organization and expertise required to perform the required services, including at a minimum the following:

- a. A Partner, an Associate, and Paralegal;
- b. Staff with the capacity and expertise to deliver the required legal services as identified in Section C.3.1 – C.3.9.3 of this solicitation. The staff selected by the Contractor shall have demonstrated knowledge of and experience litigating the following:
 - 1. Representing parties in a major civil litigation, including medical malpractice, insurance defense, corporate governance, and legislative and regulatory matters;

2. Representing parties including, governmental agencies, major corporations, associations, partnerships, or business entities, in major civil litigation; and
 3. Computerized document management;
- c. Organizational structure that establishes reporting lines and lines of accountability among the Contractor's staff, consultants, and subcontractors, as applicable, and facilitates an efficient and effective approach to the completion of the required services; and
 - d. Position descriptions for each of the Contractor's staff, consultants and subcontractors, as applicable, to establish the responsibilities and duties of each in the completion of the required services.

C.3.11 Record Maintenance

The Contractor shall maintain and provide a record of services provided and their cost, names of the persons providing the services, number of hours that each individual worked on the services and the dates that the services were provided. The Contractor shall submit these records with supporting documentation to the COTR after every 14 business days or every thirty (30) hours of billable work, whichever occurs soonest.

SECTION D

DELIVERIES OR PERFORMANCE

D.1 TERM OF CONTRACT

D.1.1 The term of the contract shall be for a period of one (1) year from the effective date of award specified on page one of the Contract.

D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

D.2.1 The Captive may extend the term of the contract for a period of two (2), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Captive will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Captive to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

D.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

D.3 DELIVERABLES

The Contractor shall perform its tasks and provide the COTR identified in E.9.2 each required Deliverable by the due dates presented in the table below in accordance with the following:

Deliverable No.	Deliverable Name	Quantity/Format and Method of Delivery	Due Date
1	Litigation Correspondance, Pleadings, and Discovery Requests and Responses (C.3.1)	1 soft copy 3 hard copies	As required by Case Plan and if not addressed in the case plan, as outlined under C.3.10.d

Deliverable No.	Deliverable Name	Quantity/Format and Method of Delivery	Due Date
2	Program Status Report (C.3.1.j)	1 soft copy 3 hard copies	As outlined under C.3.10.d.
3	Litigation Case Plan (C.3.14.2)	1 soft copy 3 hard copies	As required by Case Plan and if not addressed in the case plan, as outlined under C.3.10.d
4	Status Meetings C.3.10.b	1 soft copy 3 hard copies	As outlined under C.3.10.d.
5	Status Reports for each case C.3.10.c.	1 soft copy 3 hard copies	As required by Case Plan and if not addressed in the case plan, as outlined under C.3.10.d
6	Draft and Final Comphresion Reports. C.3.10.d.	1 soft copy 3 hard copies	As required by Case Plan and if not addressed in the case plan, as outlined under C.3.10.d
7	Program Service and Cost Report (C.3.14.3)	1 soft copy 3 hard copies	As outlined under C.3.10.d
8	Subcontractor/Consultant/Expert Approval Request and Subcontractor Agreements (E.11.1)	1 soft copy 3 hard copies	Prior to execution of subcontractor agreement

D.3.1 The Contractor(s) shall submit to the Captive as a deliverable any reports that are required pursuant to F.7 of the 51% District Residents New Hires Requirements and First Source Employment Agreement as described in section F.7. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

SECTION E
CONTRACT ADMINISTRATION DATA

E.1 INVOICE PAYMENT

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

E.1.2 Should the Captive reduce payment of an invoice to the Contractor, the Captive will provide a written notice to the Contractor of the reason for the adjustment.

E.1.3 The Captive will pay the Contractor on or before the 30th business day after receiving a proper invoice from the Contractor.

E.2 INVOICE SUBMITTAL

E.2.1 The Contractor shall submit proper invoices on a monthly basis as specified in this contract. Invoices shall be prepared in duplicate and submitted to the Office of Resource Management (OFRM) with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in E.9.2. The name and address of OFRM is:

Office of Finance and Resource Management
Attention: Accounts Payable
441 4th Street, N.W., Suite 890N
Washington, D.C. 20001
(202) 727-0333

E.2.2 To constitute a proper invoice, the contractor shall submit the following information:

- a. Contractor's name, Federal tax I.D. number, and invoice date (contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- b. Contract number, Case number and Purchase Order number. Assignment of an invoice number by the contractor is also recommended;
- c. Description, price, quantity and the date(s) that the services were actually delivered and/or performed (each deliverable submitted during the invoice period shall be specified):
- d. Other supporting documentation or information, as required by the Contracting Officer;

- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, mailing address and phone number of the person preparing the invoice;
- g. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
- h. Authorized signature

E.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

E.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in F.7.6.

E.3.2 No final payment shall be made to the Contractor until the COTR has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Resident's New Hires Requirements and First Source Employment Agreement requirements.

E.4 PAYMENT

The Captive will pay the Contractor under this contract on a monthly basis after;

- a. Completion and acceptance of all work and deliverables and;
- b. Presentation of a properly executed invoice.

E.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

The Captive's obligation under this solicitation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Captive for any payment may arise, and no contract awarded or task orders issued thereunder, until funds are made available to the Contracting Officer for a contract and until the Contractor receives notice of such availability to be confirmed in writing by the Contracting Officer.

E.5 ASSIGNMENT OF CONTRACT PAYMENTS

E.5.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by the 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.

E.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and

shall not be made to more than one party.

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

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

E.6 THE QUICK PAYMENT CLAUSE

E.6.1 Interest Penalties to Contractors

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

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

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

E.7 AUTHORITY OF CONTRACTING OFFICER (CO)

E.7.1 Contracts may be entered into and signed on behalf of the Captive only by the Captive Contracting Officer.

E.7.2 The address and telephone number of the Captive Contracting Officer is:

Chief Risk Officer
Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001
(202) 727-8600

E.8 AUTHORIZED CHANGES BY THE CAPTIVE CONTRACTING OFFICER

E.8.1 The Captive Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.

E.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO or pursuant to specific authority otherwise included as part of this Contract.

E.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

E.9.1 The Contracting Officer's Technical Representative (COTR) will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

E.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

E.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

E.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

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

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

E.9.2 The address and telephone number of the Contracting Officer Technical Representative for the contract is:

Mareco Edwards, Insurance Program Officer
D.C. Office of Risk Management
441 4th Street, N.W., Suite 800 South
Washington, D.C. 20001
202-727-8600

- E.9.3** It is understood and agreed, in particular, that the COTR shall not have the authority to:
- F.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- E.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- E.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract or authorize the expenditure of funds by the Contractor;
- E.9.3.4** Change the period of performance; or
- E.9.3.5** Authorize the furnishing of Captive property, except as specified under the contract.
- E.9.3.6** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the Captive, to take all corrective action necessitated by reason of the unauthorized changes.

E.10 ORDERING CLAUSE

- E.10.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery task orders or task orders by the Contracting Officer for each lawsuit, litigation task or series of tasks relating to the services required by this contract. Such orders may be issued during the term of this contract.
- E.10.2** All delivery orders or task orders will be subject to the terms and conditions of the contract. In the event of a conflict between delivery order or task order and the contract, the contract shall control.
- E.10.3** If mailed, a delivery order or task order is considered “issued” when the Captive deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods

E.11 COST REIMBURSEMENT

- a. Cost reimbursement ceilings for the contract are set forth in the schedule in Section B.3.
- b. The cost for performing the contract shall not exceed the cost reimbursement ceilings specified in Section B.3 of the schedule as forth in the contract.
- c. The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under the contract within the cost reimbursement ceilings.
- d. The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of the contract will be either greater or substantially less than the cost reimbursement ceilings.
- e. As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing the contract.
- f. The Captive is not obligated to reimburse the Contractor for cost incurred in excess of the cost reimbursement ceiling specified in B.3 and the Contractor is not obligated to continue performance under the contract (including actions under the Termination clauses of the contract) or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing the contract.
- g. No notice, communication or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the Captive is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- h. If any cost reimbursement ceiling specified in B.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- i. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increased the cost reimbursement ceiling.

- E.11.1** The Captive will reimburse the Contractor for the direct cost incurred by the Contractor for expert analysis and testimony transcripts, copying and search time using any computerized legal research tool, such as Westlaw or Lexis, as described below. The Contractor shall not select any consultant without Captive approval and any accumulated expense over one thousand dollars (\$1,000) shall require approval of the COTR in advance of any cost being incurred.
- a. The Captive will reimburse the Contractor for direct costs incurred for expert testimony and analysis;
 - b. The Captive will reimburse the Contractor for the direct cost incurred for transcripts;
 - c. The Captive will reimburse the Contractor for the direct cost incurred for related copy services in accordance with the Freedom of Information Act (FOIA) rate schedule.
 - d. The Contractor will be required to get preapproval for its use of any computerized legal research tool, such as Westlaw or Lexis search time, only if the Contractor is billed for such time on a pay-as-you-go basis. The Captive will reimburse the Contractor the direct costs incurred for search time based on the cost to Contractor's organization of the search time used. The Captive will not reimburse the Contractor for any research occurring under a flat monthly or yearly subscription fee that they Contractor pays to any computerized legal research service.

SECTION F
SPECIAL CONTRACT REQUIREMENTS

F.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

F.1.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

F.1.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

F.2 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL

The following positions are considered to be key personnel: Partner, Associate and Paralegal. The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall, if possible, notify the Contracting Officer's Technical Representative (COTR) at least fourteen (14) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to prior review and approval of the COTR.

F.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor(s) shall be bound by the Wage Determination No. 2005-2103 (Revision 5, dated 5/25/09) issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq., 358) and incorporated herein as Attachment H.2 of this contract. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option

obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

F.4 AUDITS, RECORDS, AND RECORD RETENTION

F.4.1 As used in this clause, “records” includes books, documents, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

F.4.2 Examination of Costs. The Contractor shall maintain and the Captive Contracting Officer or an authorized representative of the Captive Contracting Officer shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants or offices or parts of them, engaged in performing the contract.

F.4.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the contract or task orders issued thereunder, the Captive Contracting Officer or an authorized representative of the Captive Contracting Officer, in order to evaluate the accuracy, completeness and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

F.4.4 The Contractor(s) shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.4.5 The Contractor(s) shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.4.6 Persons duly authorized by the Captive Contracting Officer shall have full access

to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.4.7 The Contractor(s) shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F.5 PUBLICITY

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

F.6 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C Code § 2-532 (a-3), requires the Captive to make available for inspection and copying of record produced or collected pursuant to a Captive contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor(s) receives a request for information, the Contractor shall immediately send the request to the CCOTR designated in subsection G.9.2 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the DC Freedom of Information Act. If the agency with the programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CCOTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CCOTR within the timeframe designated by the CCOTR. The FOIA Officer for the agency with programmatic responsibility will determine the release ability of the records. The Captive will reimburse the Contractor for the costs of searching and copying the records in accordance with the DC Official Code § 2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations.

F.7 51% District Residents New Hires Requirements and First Source Employment Agreement

F.7.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act").

F.7.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:

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

F.7.3

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

F.7.4

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

F.7.5

With the submission of the contractor’s final request for payment from the District, the contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section F.7.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section F.7.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and

- (d) Any documentation supporting the waiver request pursuant to section F.11.6.

F.7.6 The Contracting Officer may waive the provisions of section F.7.4 if the Contracting Officer finds that:

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

F.7.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections F.7.5 and F.7.6, the Contracting Officer shall determine whether the Contractor is in compliance with section F.7.4 or whether a waiver of compliance pursuant to section F.7.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the COTR.

F.7.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section F.7.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the contracting officer pursuant to this section F.7.8.

F.7.9 The provisions of sections F.7.4 through F.7.8 do not apply to nonprofit organizations.

F.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to

discriminate in employment against a qualified individual with a disability See 42 U.S.C. § 794 *et seq.*

F.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

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

F.10 ADVISORY AND ASSISTANCE SERVICES

The contract is a contract for expert and consulting services. It is therefore, understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the District; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any District employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the District's right and obligation to inspect, accept or reject work, comply with such general direction of the Contracting Officer or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.

F.10.1 CONFLICT OF INTEREST

F.10.2 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the Contract shall prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in contract or proposed contract. (DC Procurement Act of 1985, DC Law 6-85, DC Official Code § 2-3010.01 and Chapter 18 of the DC Personnel Regulations).

F.10.3 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor covenants that in the performance of the contract, no person having any such known interest shall be employed.

F.11 ETHICAL OBLIGATIONS AND CONFLICTS

F.11.1 An attorney-client relationship will exist between the Captive and any attorney who performs work under the contract, as well as between the Captive and the firm of any attorney who performs work under the contract. The DC Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work

is performed are binding on the Contractor. The parties agree that the Captive may have a contractual cause of action based on violation of such rules, in addition to any other remedies available.

- F.11.2** In addition to the prohibitions contained in the DC Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed, the Contractor agrees that it shall recognize that in the performance of this contract it may receive certain information submitted to the Captive government on a proprietary basis by third parties, information which relates to potential or actual claims against the District Government or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by law or court order. The Contractor also agrees to restrict access to such information to individuals who have a “need to know.”
- F.11.3** The Contractor shall notify the Captive immediately in writing of any existing or potential conflict of interest and if requested, to undertake immediate action to eliminate the source of the conflict of interest.
- F.11.4** In addition to the prohibitions contained in the DC Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed, the Contractor shall not represent any party other than the Captive in any disputes or litigation concerning the Captive or its members or in any matter which is substantially related to the work performed under the contract, unless the Chief Risk Officer agrees to such representation in writing.

SECTION G
CONTRACT CLAUSES

G.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as Attachment H.1.

G.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations. In accordance with Section D.1, Term of Contract, in the event of cancellation of the contract because of non-appropriation of funds for fiscal year 2011, 2012 and 2013. There shall be a cancellation ceiling of zero.

G.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the Captive 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.

G.4 TIME

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

G.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

G.5.1 Mark the title page with the following legend:

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

G.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this data if it is

obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets).”

G.5.3 Mark each sheet of data it wishes to restrict with the following legend:

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

G.6 OTHER CONTRACTORS

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

G.7 SUBCONTRACTS

G.7.1 Any contract awarded by the Chief Risk Officer on behalf of the Captive shall include a provision stating that the contractor shall not subcontract any of the contractor’s work or services to any subcontractor without the prior written consent of the Chief Risk Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Chief Risk Officer will have the right to review and approve prior to its execution by the contractor. Notwithstanding any such subcontractor approved by the District, the contractor shall remain liable to the District for all the contractor’s work and services required hereunder.

Contracts shall also require contractors, if they engage in subcontracts, to subcontract 35 percent of the total dollar value of contracts with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD) as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned business, local business enterprises with their principal offices located in an enterprise zone, small business enterprises or longtime resident businesses. The Contractor shall submit to the Chief Risk Officer a quarterly report of its subcontracting activity. This paragraph shall not apply to the use of experts.

G.8 CONTINUITY OF SERVICES

G.8.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

G.8.1.1 Furnish phase-out, phase-in (transition) training; and

- G.8.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- G.8.2** The Contractor shall, upon the Contracting Officer's written notice:
 - G.8.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
 - G.8.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- G.8.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- G.8.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- G.8.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

G.9 **INSURANCE:**

- A. **GENERAL REQUIREMENTS** - The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Captive Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Captive Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor

shall ensure that all policies provide that the Captive Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Captive Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Captive Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the Captive as an additional insured, shall be primary and non-contributory with any other insurance maintained by the Captive, and shall contain a waiver of subrogation.

2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

6. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

7. **Crime Insurance (3rd Party Indemnity)**. The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

8. **Employment Practices Liability**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$500,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **MEASURE OF PAYMENT**. The Captive shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- E. **NOTIFICATION**. The Contractor shall immediately provide the Captive Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Captive Contracting Officer.
- F. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Mareco Edwards, Insurance Program Officer
D.C. Office of Risk Management
441 4th Street, N.W., Suite 800 South
Washington, D.C. 20001
202-727-8600
Mareco.edwards@dc.gov

G.11 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 H.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

G.12 ORDER OF PRECEDENCE

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

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

G.13 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

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

G.14 MULTIYEAR CONTRACT TERMS

This is a multi-year (one year base period) contract for services for which some of the funds would otherwise be available for obligation only within the fiscal year for which appropriated. If these funds are not made available for the continuation of the contract into a subsequent fiscal year, the contract shall be canceled or terminated. In accordance with D.C. Official Code §1-301.05a and 1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

SECTION H
LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. **Complete and attach H.3, H.4, H.7, and H.8 with the offer.**

Attachment Number	Document
H.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
H.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision no. 5, dated 5/25/09
H.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
H.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
H.5	Way to Work Amendment Act of 2006 - Living Wage Notice
H.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
H.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
H.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
H.9	Past Performance Evaluation Form

**SECTION I:
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

I.1 AUTHORIZED NEGOTIATORS

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

I.2 TYPE OF BUSINESS ORGANIZATION

I.2.1 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.

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

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

I.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____
Name _____ Title _____

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

I.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "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

I.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

I.6 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 will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (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 will 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 will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(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);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will 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.

I.7 TAX CERTIFICATION

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

SECTION J:
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

J.1 CONTRACT AWARD

J.1.1 Most Advantageous to the District

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

J.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.

J.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCRJ-2011-R-0001."

Offerors are directed to the specific proposal evaluation criteria found in Section K of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. 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 Section C and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section K, Evaluation Factors.

J.2.1 TECHNICAL PROPOSAL

Legal Services

J.2.1.1 Section 1 – Technical Approach: The Offeror must provide a project management plan detailing its organizational structure and staffing plan to successfully provide the required services. The Offeror must demonstrate its ability to meet the performance standards listed in the solicitation. The Offeror shall submit its detail approach to the

following service components:

- a. Health center actions
- b. Contract actions
- c. Advisory board policies, procedures, and recording
- d. Corporate governance
- e. Captive insurance and health care regulatory compliance
- f. Review and interpretation of statutes, rules etc.
- g. General tort liability
- h. General litigation
- i. Medical malpractice
- j. Personal injury
- k. Insurance contracts and defense
- l. Mediation
- m. General Captive matters as required

J.2.1.2 **Section 2 – Technical Expertise:** The Offeror shall detail its experience with clients similar in size and scope of the Captive and the District of Columbia. The Offeror must provide a staffing plan and appropriate documentation of staff credentials including evidence of staff orientation and training. The Offeror shall also provide resumes for the key personnel listed in Sections F.2 and J.11.

J.2.1.3 **Section 3 – Past Performance:** The Offeror shall submit two to four (2-4) relevant references from current or prior clients for which the Offeror has provided similar services. References from other jurisdictions are preferable. Provide name, address, email, and fax and telephone number of the references. Describe the services that are or have been provided, and the period of time that services have been provided to the customer.

J.2.2 **PRICE PROPOSAL**

This section shall be submitted under a separate cover titled “**Price Proposal.**”

J.2.2.1 The Offeror’s proposal shall complete Attachment B - Price Schedule which will outline the total price for the entire project, as set forth in the Statement of Work. Offeror shall include a firm fixed price for the project inclusive of all costs.

J.2.2.2 The Offeror shall complete and submit Attachment H.8 Cost/Price Data Package.

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

J.3.1 **Proposal Submission**

Proposals must be submitted no later than 5:00 pm local time on February 4, 2011. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

J.3.2 Withdrawal or Modification of Proposals

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

J.3.3 Postmarks

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

J.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.

J.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, unless no other offer is received, in which case it will be opened and considered.

J.4 PROPOSALS WITH OPTION YEARS

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

J.5 SIGNING OF OFFERS

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

J.6 RETENTION OF PROPOSALS

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

J.7 PROPOSAL COSTS

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

J.8 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

J.9 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

J.9.1 Name, address, telephone number and federal tax identification number of offeror;

J.9.2 A copy of each District of Columbia license, registration or certification that the

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

J.9.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

J.10 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.

J.10.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

J.10.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

J.10.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

J.10.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

J.10.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

J.10.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

J.10.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

J.10.8 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.

J.11 Personnel

1. **Partner:** The Contractor shall provide a qualified law Partner, as determined by the Captive, for this contract. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the Partner's experience and level of involvement in the contract. The Partner or the Contractor shall have a corporate office within the District of Columbia and be available Monday through Friday, 8:30 AM through 5:30 PM.
2. **Associate:** The Contractor shall provide a legal Associate. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the Associate's experience and level of involvement in the contract. The Associate is a person who is continually available Monday thru Friday 8:30 AM through 5:30 PM. The COTR must approve this individual **prior** to their assuming the duties and responsibilities of the Contractor.
3. **Paralegal.** The Contractor shall provide a Paralegal necessary to fulfill the requirements of this contract. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the Paralegal's experience and level of involvement in the contract. The Paralegal shall be continually available Monday thru Friday 8:30 AM through 5:00 PM. The COTR must approve this individual **prior** to their assuming the duties and responsibilities of the Contractor.

J.12 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 14 days from the solicitation's closing date.

J.13 HAND DELIVERY OR MAILING OF PROPOSAL

One (1) original and three (3) complete printed copies delivered or mailed to:

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

SECTION K
EVALUATION FACTORS

K.1 EVALUATION FOR AWARD

Upon receipt of bids, the Chief Risk Officer shall:

- (1) Review each bid received.
- (2) Evaluate each bid using a scoring system that awards points for the following categories:
 - a. Responsiveness to requirements of scope of work/solicitation. Maximum points – 30.
 - b. Possession of the skills, knowledge, expertise and abilities required to fulfill the requirements of the contract. Maximum points – 50.
 - c. Competitiveness of the bid, which represents the most efficient and effective use of the Captive’s funds.
- (3) Award the contract to the bidder with the highest score. The Chief Risk Officer may select a bidder who did not receive the highest score if a justification for such a selection is documented in the contract file.
- (4) Issue an acceptance letter to the winning bidder.

K.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

K.5.1 Application of Preferences

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

- K.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- K.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- K.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by

DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

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

K.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

K.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

K.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

K.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

K.5.2 **Maximum Preference Awarded**

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

K.5.3 **Preferences for Certified Joint Ventures**

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

K.5.4 **Verification of Offeror's Certification as a Certified Business Enterprise**

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

enterprise.

K.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

K.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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