

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

REQUEST FOR PROPOSAL

SOLICITATION NUMBER RM-13-RFP-100-BY4-TLW

OMBUDSMAN PROGRAM

The District of Columbia, Department of Mental Health (DMH) Contracts and Procurement Services is seeking to engage a Qualified and Experienced Contractor to Establish, Manage and Operate a Behavioral Health Ombudsman Program in accordance with legislative requirements of D.C. Official Code §7-1131-19 (2012).

OPENING DATE: Thursday, May 30, 2013

CLOSING DATE: MONDAY, JULY 1, 2013

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 64 New York Avenue, NE 2nd Fl. Washington DC 20002; Tel: 202.671-3184| Fax: 202.671-3395| e-mail: tira.williams@dc.gov

If you wish to respond to this Solicitation, please submit one original and 4 copies of the written Proposals in two parts entitled "**Technical Proposal**" and "**Price Proposal**". Each Technical and Price Proposal shall be submitted in a large, sealed envelope conspicuously marked "**Proposal in Response to Solicitation # RM-13-RFP-100-BY4-TLW, Behavioral Health Ombudsman Program**" and write your Company's Name below. Address your submission to **MS. TIRA WILLIAMS, CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVE., NE – 2nd FL. WASHINGTON, DC 20002 NO LATER THAN MONDAY, JULY 1, 2013 AT 2:00 PM EST**. You **MUST** include the following documents with your Bid submission.

1. Page 1 of the Solicitation with a completed Box 13, IF APPLICABLE, (the number and date of any Solicitation Amendments that you have received and return them with your Proposal); Boxes 14; 14A; 15; 15A and 15B completed and signed; the completed and signed Schedule B.5 Pricing Schedules on Pages 4 through 9, (**PLEASE NOTE: Do not write any additional notes or computations to these pages, as it may disqualify your Bid**) and your written responses to the questions found in Section M of this Solicitation.
2. A completed Tax Certification Affidavit
3. A completed Equal Employment Opportunity (EEO) Document
4. A completed and signed First Source Agreement
5. A completed and signed DC Government Bidders/Offerors Certification Form

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
D.C. Department of Mental Health
Contract and Procurement Services
64 New York Avenue, NE – 2nd Floor
Washington, DC 20002
samuel.feinberg@dc.gov

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE, 2th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 77
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-RFP-100-BY4-TLW
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: May 30, 2013/ MONDAY, JULY 1, 2013 at 2:00 PM EST

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:
--	---------------------------------

NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

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

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I – The Schedule</i>				<i>PART II – Contract Clauses</i>			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	39 - 50
x	B	Supplies/Services and Price/Costs	2 -9	<i>PART III – List of Documents, Exhibits and Other Attach</i>			
x	C	Description/Specs/Work Statement	10 - 17	x	J	List of Attachments	51 - 52
x	D	Packaging and Marking	18 - 19	<i>PART IV – Representations and Instructions</i>			
x	E	Inspection and Acceptance	20 - 21		K	Representations, Certifications and other Statements of Contractors	53 - 59
x	F	Deliveries or Performance	22 - 23		L	Instrs. Conds., & Notices to Contractors	60 - 68
x	G	Contract Administration	24 - 28		M	Evaluation Factors for Award	69 - 77
x	H	Special Contract Requirements	29 - 38				

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) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Services Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:
	20. AWARD DATE:

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	PERIOD OF PERFORMANCE	3
B.4	REQUIREMENTS TO RESPOND TO THIS REQUEST FOR PROPOSAL	3 - 4
B.5	SCHEDULE B PRICING SHEET	4 - 9

B.1 PURPOSE OF THE SOLICITATION

DMH is seeking a qualified and experience private, community-based, nonprofit corporation, organization or consortium of organizations, with offices located in the District, to establish, manage and operate Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).

Based upon this Request for Proposal (RFP), the Department of Mental Health (DMH) shall award a Contract that provides payment on a monthly basis for the Establishment and Management of a District-wide Behavioral Health Ombudsman Program (“Ombudsman Program”). The Ombudsman shall be appointed by the Director, DMH from among candidates who have been screened and recommended by the Vendor who shall be awarded this Contract. In addition, the Vendor shall ensure that minimum specified staffing requirements are met.

The Vendor shall provide Investigative and Reporting Services, along with Administrative and Fiscal Oversight. The Vendor shall be expected to ensure that the Program fulfills its required responsibilities and meets the goals and objectives established for this effort.

The Ombudsman and his staff shall have assigned office space at 821 Howard Road, SE Washington, DC 20020.

B.2 CONTRACT TYPE

B.2.1 The District contemplates awarding a Fixed Unit Price Contract resulting from this solicitation.

B.2.2 This Contract shall include all overhead, transportation, 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 REQUIREMENTS TO RESPOND TO THIS REQUEST FOR PROPOSAL

Response to this Request for Proposal (RFP) requires completion of Box 14, 14A, 15, Legibly print or type name and title person authorized to sign; Signature **IN BLUE INK** in box 15A and date in Box 15 B; Completion and signing of the Schedule B 5 - Pricing Sheets (Pages 5 through 9); Completion and return of **all pages** of each of the attached Compliance documents, (Tax Certification Affidavit, Equal Employment Opportunity document, First Source Agreement and Bidders/Offerors Certification Form) along with your Dun and Bradstreet number.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

All documents must be delivered to the following Contract Specialist.

Tira Williams
Contract Specialist
DC Department of Mental Health
Contract and Procurement Services
64 New York Avenue, NE – 2nd Floor
Washington, DC 20002
Phone: (202) 698-3184 • Fax: 202- 698-3395 •
email: Tira.williams@dc.gov

B.5 SCHEDULE B PRICING SHEET

See Pages 5 through 9

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

PART I – THE SCHEDULE

B.5 - PRICING SCHEDULE

RM-13-RFP-100-BY4-TLW - BEHAVIORAL HEALTH OMBUDSMAN PROGRAM					
Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Annual Price
	The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District, to establish, manage, and operate a Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).				
001	Salary for the Project Director of Ombudsman Program	280	Hour	\$	\$
002	Ombudsman's Salary	2080	Hour	\$	\$
003	Administrative Staff's Salary	2080	Hour	\$	\$
004	Program Staff's Salary	2080	Hour	\$	\$
005	Draft Copy of Annual Report Due	1	Each	\$	\$
006	Final Copy of Annual Report Due	1	Each	\$	\$
007	Staff Recruitment and Advertising	4	Quarterly	\$	\$
008	Office Supplies	12	Month	\$	\$
009	IT Equipment & Maintenance	4	Quarterly	\$	\$
010	Overhead (including Profit)	12	Month	\$	\$

BASE YEAR

Print Name of Offeror

Print Name of Authorized Person /Title:

Signature of Authorized Person Date

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

PART I – THE SCHEDULE

B.5 - PRICING SCHEDULE

RM-13-RFP-100-BY4-TLW - BEHAVIORAL HEALTH OMBUDSMAN PROGRAM					
Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Annual Price
	The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District, to establish, manage and operate a Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).				
001	Salary for Project Director of Ombudsman Program	208	Hour	\$	\$
002	Ombudsman's Salary	2080	Hour	\$	\$
003	Administrative Staff's Salary	2080	Hour	\$	\$
004	Program Staff's Salary	2080	Hour	\$	\$
005	Draft Copy of Annual Report Due	1	Each	\$	\$
006	Final Copy of Annual Report Due	1	Each	\$	\$
007	Staff Recruitment and Advertising	4	Quarterly	\$	\$
008	Office Supplies	12	Month	\$	\$
009	IT Equipment & Maintenance	4	Quarterly	\$	\$
010	Overhead (including Profit)	12	Month	\$	\$

OPTION YEAR ONE

Print Name of Offeror

Print Name of Authorized Person /Title:

Signature of Authorized Person Date

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

PART I – THE SCHEDULE

B.5 - PRICING SCHEDULE

RM-13-RFP-100-BY4-TLW - BEHAVIORAL HEALTH OMBUDSMAN PROGRAM					
Contract Line Item No. (CLIN)	Item Description	Quarterly	Unit	Unit Price	Extended Annual Price
	The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District, to establish, manage and operate a Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).				
001	Salary for the Project Director of Ombudsman Program	208	Hour		\$
002	Ombudsman's Salary	2080	Hour		\$
003	Administrative Staff's Salary	2080	Hour		\$
004	Program Staff's Salary	2080	Hour		\$
005	Draft Copy of Annual Report Due	1	Each		\$
006	Final Copy of Annual Report Due	1	Each		\$
007	Staff Recruitment and Advertising	4	Quarterly		\$
008	Office Supplies	12	Month		\$
009	IT Equipment & Maintenance	4	Quarterly		\$
010	Overhead (including Profit)	12	Month		\$

OPTION YEAR TWO

Print Name of Offeror

Print Name of Authorized Person /Title:

Signature of Authorized Person Date

RM-13 RFP-100-BY4-TLW
 BEHAVIORAL HEALTH OMBUDSMAN PROGRAM

PART I – THE SCHEDULE

B.5 - PRICING SCHEDULE

RM-13-RFP-100-BY4-TLW - BEHAVIORAL HEALTH OMBUDSMAN PROGRAM					
Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Annual Price
	The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District, to establish, manage and operate a Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).				
001	Salary for the Project Director of Ombudsman Program	208	Hour		\$
002	Ombudsman's Salary	2080	Hour		\$
003	Administrative Staff's Salary	2080	Hour		\$
004	Program Staff's Salary	2080	Hour		\$
005	Draft Copy of Annual Report Due	1	Each		\$
006	Final Copy of Annual Report Due	1	Each		\$
007	Staff Recruitment and Advertising	4	Quarterly		\$
008	Office Supplies	12	Month		\$
009	IT Equipment & Maintenance	4	Quarterly		\$
010	Overhead (including Profit)	12	Month		\$

OPTION YEAR THREE

 Print Name of Offeror

 Print Name of Authorized Person /Title:

 Signature of Authorized Person Date

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

PART I – THE SCHEDULE

B.5 - PRICING SCHEDULE

RM-13-RFP-100-BY4-TLW – BEHAVIORAL HEALTH PROGRAM					
Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Annual Price
	The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District, to establish, manage and operate a Behavioral Health Ombudsman Program in accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).				
001	Salary for the Project Director of Ombudsman Program	208	Hour		\$
002	Ombudsman’s Salary	2080	Hour		\$
003	Administrative Staff Salary	2080	Hour		\$
004	Program Staff’s Salary	2080	Hour		\$
005	Draft Copy of Annual Report	1	Each		\$
006	Final Copy of Annual Report	1	Each		\$
007	Staff Recruitment and Advertising	4	Quarterly		\$
008	Office Supplies	12	Month		\$
009	IT Equipment & Maintenance	4	Quarterly		\$
010	Overhead (including Profit)	12	Month		\$

OPTION YEAR FOUR

Print Name of Offeror

Print Name of Authorized Person /Title:

Signature of Authorized Person Date

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

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
C.1	BACKGROUND	11
C.2	DEFINITION OF OMBUDSMAN	11
C.3	OVERVIEW	11 - 12
C.4	SCOPE OF WORK	12 - 15
C.5	QUALIFICATIONS OF PROSPECTIVE OFFERORS	15 – 16
C.6	APPLICABLE DOCUMENTS	16
C.7	COMPLIANCE WITH HIPPA, MHIA AND ADA	16
C.8	STANDARDS OF PERFORMANCE	17
C.9	ADVERTISING AND PUBLICITY	17
C.10	CONFIDENTIALITY	17

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The South Capitol Street Memorial Amendment Act of 2012 requires the Department of Mental Health to create a Behavioral Health Ombudsman Program (*see* D.C. Official Code §7-1131.19 (2012)). Behavioral Health Programs and services in the District of Columbia involve numerous youth-service agencies as well as the public and private health care systems. The current System of Care is difficult to navigate for children and families needing services, particularly those in crisis. The inability to successfully navigate the system may preclude children, youth and families from receiving critical services. The goal of the District of Columbia Behavioral Health Ombudsman Program shall be to assist Residents of our community to identify and obtain the Behavioral Health Services they need in instances in which they have exhausted attempts to receive appropriate supports. The Ombudsman Program shall be an independent, impartial public office with authority and responsibility of receiving, investigating or informally addressing complaints about government actions and, when appropriate, provide findings with recommendations and publish reports that can be used to improve service delivery. Formal reports and recommendations for improving access, along with quality of care shall be submitted to the Director of the Department of Mental Health, the Mayor and the City Council. In accordance with the South Capitol Street Memorial Amendment Act of 2012, the services and supports provided through this program shall be available to children and youth with behavioral health issues and their families receiving or requiring services from the Children and Family Services Administration (CFSA), the Department of Youth Rehabilitation Services (DYRS), the Department of Mental Health (DMH) and D C Court Social Services (CSS).

C.2 DEFINITION OF OMBUDSMAN

An Ombudsman is a representative assigned by a large corporation or government to investigate citizen complaints and to suggest solutions. An Ombudsman's responsibility is to receive and investigate complaints and to serve as an independent and impartial arbitrator in recommending what may be done to satisfy the complainant or, in explaining why no action is necessary.

C.3 OVERVIEW

DMH is seeking a qualified and experienced private, community-based, nonprofit corporation, organization or consortium of organizations, with offices located in the District, to establish, operate and manage the Behavioral Health Ombudsman Program in

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

accordance with the legislative requirements of D.C. Official Code §7-1131.19 (2012)) and the requirements of this Request for Proposal (RFP).

Based upon this RFP, DMH shall award a Contract that provides payment on a monthly basis for the establishment and continuation of a District-wide Behavioral Health Ombudsman Program. The Vendor awarded this Contract shall recommend candidates to the Director, DMH for the position of Ombudsman and shall ensure that all minimum specified staffing requirements are met. The appointment of the Ombudsman shall be made by the Director, DMH from among candidates screened and recommended by the Vendor awarded the Contract resulting from this solicitation.

The Vendor awarded this Contract as a result of this RFP shall provide Investigative and Reporting services, along with Administrative and Fiscal oversight. The Vendor shall ensure that the Ombudsman Program fulfills its required responsibilities and meets the goals and objectives established for this effort.

As part of the RFP process, all prospective Vendors shall be expected to submit an Initial Year Budget which includes the anticipated Start-Up Costs and the Timelines to Full Implementation along with a Budget for each of the Four (4) One (1) Year Option Periods.

C.4 SCOPE OF WORK

The successful Vendor awarded this Contract shall create an Ombudsman Program for Behavioral Health Services for children and families in the District along with other reporting and analysis duties that shall help the system improve. The Ombudsman Program shall be guided by the following principles:

1. Independence in its investigations, conclusions and recommendations. The Ombudsman and the Ombudsman Program report only to the Director, DMH; the Mayor; and the City Council, with all reports required to be objective and factually-based.
2. Impartiality in its investigations, conclusions and recommendations. The Ombudsman and Ombudsman Program are not advocates for any specific party and are neutral fact-finders and problem-solvers.
3. Confidentiality at all times, when legally possible, for those individuals and families seeking assistance with the system.

C.4.1 TIMELINE FOR COMPLETION OF GOALS:

1. There shall be a need that within One (1) Month of the Start Date of the Contract, the successful Vendor, in coordination with DMH and with the final

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

approval by the Director, DMH, shall create the Behavioral Health Ombudsman Program Charter;

2. Within Two (2) Months of the Start Date of the Contract, the successful Vendor shall hire staff necessary to begin operations of the Ombudsman Program;
3. Within One (1) Month of the Start Date of the Contract, the successful Vendor shall enter into a Business Associate Agreement with the Department of Health Care Finance (DHCF) to allow the Ombudsman Program access to information needed to perform its mission, in accordance with the Privacy Rule (45 CFR §§160 and 164) and the Mental Health Information Act (MHIA) (D.C. Official Code §7-1201.01 *et seq.*).

C.4.2 THE OMBUDSMAN PROGRAM SHALL PERFORM THE FOLLOWING:

1. Assist Child and Youth with their Families in resolving problems concerning Behavioral Health Service Providers, Behavioral Health Facilities and access to Behavioral Health Care Services and Programs by referring Consumers to appropriate regulatory agencies when their problems are within an agency's jurisdiction, guiding Consumers through existing complaint processes and assisting Consumers in informally resolving problems through discussions with their providers;
2. Educate District Residents about Behavioral Health Coverage under:
 - (a) Health Benefits Plans;
 - (b) Managed Health Care Plans; and
 - (c) Any other Behavioral Health Services options that may improve their ability to access services provided by child/youth serving agencies.
3. Refer individuals, when appropriate, to other District agencies and/or organizations for assistance with Behavioral Health Services and Programs.
4. Build positive, productive relationships with the leadership of agencies and organizations providing Behavioral Health Services, policy makers and child advocacy organizations to improve practices.
5. Provide information regarding problems and concerns of Child and Youth Consumers and/or their families of Behavioral Health Services and make recommendations for resolving those problems and concerns to:

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- (a) The public;
 - (b) Government agencies;
 - (c) The City Council of the District of Columbia; and
 - (d) Any other person or entity that the Ombudsman considers appropriate.
6. Implement innovative strategies and adopt tools to maximize outreach to District residents.
7. Receive, investigate and help resolve complaints on behalf of all Child and Youth Consumers and assist Consumers with the filing, pursuit and resolution of formal along with informal complaints and appeals through existing processes, including:
 - (a) Internal reviews conducted by health benefit plans;
 - (b) Grievance and appeals processes for the HealthCare Alliance and Medicaid; and
 - (c) External reviews before independent review organizations and DMH.
8. Comment on behalf of District Residents on related Behavioral Health Policy legislation and regulations in the District.
9. Submit a Draft Copy of the Annual Report to the Contracting Officer Technical Representative (COTR). The report, in accordance with the requirements of South Capitol Street Bill and this solicitation, the Behavioral Health Ombudsman, shall be submitted annually to the City Council, the Mayor, the Department of Mental Health, the Department of Health Care Finance and the Department of Insurance, Securities and Banking, a report on the activities, performance and fiscal accounts of the Behavioral Health Ombudsman Program, issues of concern to residents and recommendations to improve behavioral health services access.
10. Submit an Annual Report, in accordance with the requirements of this solicitation and the associated bill , by the Behavioral Health Ombudsman, to the Council, the Mayor, the Department of Mental Health, the Department of Health Care Finance and the Department of Insurance, Securities and Banking, a report on the activities, performance and fiscal accounts of the Behavioral Health Ombudsman Program, issues of concern to residents and recommendations to improve behavioral health services access. The Final Annual Report shall be distributed to youth-serving agencies and the public.
11. Establish and manage an Advisory Council pursuant to D.C. Official Code §7-1131.19(g);
12. Pursue funding opportunities, outside of reimbursement from government funds through this RFP, to use in the improvement and expansion of the Ombudsman Program; and

13. Other necessary duties required to ensure an effective program integral to the continued improvement of the Behavioral Health System in the District.

C.5 QUALIFICATIONS OF PROSPECTIVE OFFERORS:

All Prospective Offerors must satisfy the following criteria:

1. Be a private, community-based, non-profit corporation, organization, or consortium of organizations with offices located in the District;
2. Have a public interest mission;
3. Have qualified staff and organizational expertise in:
 - (i) Behavioral Health Services;
 - (ii) Behavioral Health Coverage under health benefits plans;
 - (iii) Mental Health Rehabilitation Services
 - (iv) Public Education and Community Outreach; and
 - (v) Conflict Resolution; Specifically, the Offeror shall have Experience providing Mediation, Facilitation and/or Ombudsman Services in accordance with Professional Standards promulgated by recognized Professional Organizations such as the American Arbitration Association, American Bar Association and/or the International Ombudsman Association.
4. Have no direct involvement in the Licensing, Certification, or Accreditation of a Behavioral Health Facility, a Health Benefits Plan, or with a provider of a Behavioral Health Service;
5. Have no direct ownership or investment interest in a Behavioral Health Facility, health benefits plan, or any Behavioral Health Service;
6. Have no participation in the management of a Behavioral Health Facility, Health Benefits Plan, or any Behavioral Health Service; and
7. Have no agreement or arrangement with an owner or operator of a Behavioral Health Service, a Behavioral Health Facility, or Health Benefits Plan that could directly or indirectly result in remuneration, in cash or in kind, to the entity.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

8. Administer the Behavioral Health Ombudsman Program in accordance with professional standards enumerated in the International Ombudsman Association Best Practices guide.

The full time Ombudsman Program shall be administered by the Behavioral Health Ombudsman, who shall be an employee of the Vendor who is awarded this Contract and who shall be appointed by the Director, Department of Mental Health, in accordance with the requirements stipulated by the bill. The Contractor shall identify its proposed Ombudsman(s) who shall have:

1. Substantive Experience in the fields of Behavioral Health and Patient Advocacy;
2. Substantive Experience in Conflict Resolution/Mediation or as an Ombudsman; and
3. Is an employee of the Nonprofit Corporation, Organization, or Consortium of Organizations contracted to operate the Ombudsman Program.

The Ombudsman Program staff shall consist of a minimum of:

1. One Full-Time Program Staff Employee with experience in working with Children and Families involved in the Child Abuse, Neglect or Juvenile Justice Systems, to work with the Child and Family Services Agency (CFSA) and the Department of Youth Rehabilitation (DYRS) on specific issues; and
2. One Full Time Administrative Staff Person
3. In addition, to the required staff, the Ombudsman Program may use volunteers with appropriate training and supervision to assist with counseling, outreach and other tasks.

C.6 APPLICABLE DOCUMENTS

D.C. Act 19-344 (Attachment A – The Bill; South Capitol Street Memorial Amendment Act of 2012)

D.C. Code § 7-1131.19 (2012) (Attachment B – Behavioral Health Ombudsman Program)

C.7 COMPLIANCE WITH HIPAA, MHIA AND ADA REGULATIONS

The Contractor shall comply with all Health Insurance Portability and Accountability Act (HIPAA), Mental Health Information Act (MHIA) and Americans with Disabilities Act (ADA) regulations and standards when providing the aforementioned services.

C.8 STANDARDS 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.9 ADVERTISING AND PUBLICITY

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 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.10 CONFIDENTIALITY

Information concerning DMH Consumers must be maintained 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 1 – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
D.1	PACKAGING AND MARKING	19
D.2	POSTAGE AND MAILING FEES	19

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

- D.1 Please see the Standard Contract Provisions (SCP) Clause 2 - Shipping Instructions-Consignment, Page SCP.1. See a Link Below.

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))

[Right click link and select “Open Hyperlink”.]

- D.2 The Contractor shall be responsible for all posting and mailing fees connected with the performance of this Contract. Please see the Standard Contract Provisions (SCP) for any additional instructions that are specific to the requirements of this solicitation/Contract.

[Right click link above and select “Open Hyperlink”].

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

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
E.1	INSPECTION AND ACCEPTANCE	21
E.2	TERMINATION FOR DEFAULT AND TERMINATION FOR CONVENIENCE	21

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 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, Page SCP. 1 and Clause 6 - Inspection of Services, Page SCP. 3.

[http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))

[Right click on link and select "Open Hyperlink".]

E.2 TERMINATION FOR DEFAULT AND TERMINATION FOR CONVENIENCE

The Termination for Default and Termination for Convenience requirements for the resultant Contract shall be governed by the Government of the District of Columbia's Standard Contract Provisions (SCP) Clause 8 – Default, Page SCP. 4 and Clause 16 - Termination for the Convenience of The District, Page SCP. 10.

[http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/ Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))

[Right click on link and select "Open Hyperlink".]

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

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
F.1	CONTRACT TYPE	23
F.2	PERIOD OF PERFORMANCE	23
F.3	OPTION TO EXTEND THE TERM OF THE CONTRACT	23

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates an award of a Fixed Unit Price Contract as a result of this solicitation.

F.2 PERIOD OF PERFORMANCE

F.2.1 The Period of Performance for this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

F.2.2 The District may extend the Term of this Contract by Exercising up to Four (4) One (1) Year Option Periods.

F.2.3 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 a One (1) Year Option Period, 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/Agency 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

CONTRACT ADMINISTRATION

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
G.1	CONTRACT ADMINISTRATION	25
G.2	INVOICE PAYMENT	25
G.3	SUBMISSION OF INVOICES	25 - 26
G.4	PAYMENT	26
G.5	ASSIGNMENTS	26 - 27
G.6	DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)	27
G.7	AUTHORIZED CHANGES BY DIRECTOR, CONTRACTS AND PROCUREMENT/ AGENCY CHIEF CONTRACTING OFFICER (ACCO)	27
G.8	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	28

G1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental health
64 New York Avenue, NE – 2nd Floor
Washington, DC 20002
Phone: 202-671-3188; Email: samuel.feinberg@dc.gov

G.2 INVOICE PAYMENT

- G.2.1 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.2.2 The District shall pay the Contractor on or before the 30th day after Accounts Payable receives a proper invoice which has been certified as correct by the Contract COTR.

G.3 SUBMISSION OF INVOICES

- G.3.1 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, 4th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract Line Item 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 (CLINs) 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.3.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice;

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- G.3.2.1 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.3.2.2 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.3.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed;
- G.3.2.4 Other supporting documentation or information, as required by the Contracting officer;
- G.3.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.3.2.6 Name, title, phone number of person preparing the invoice;
- G.3.2.7 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.3.2.8 Authorized signature

G.4 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.5 Schedule B Pricing Sheet.

G.5 ASSIGNMENTS

- G.5.1 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 financial institution
- G.5.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of 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:

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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

Name of Assignee

Address of Assignee).

**G.6 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF
CONTRACTING OFFICER (DIRECTOR/ACCO)**

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
DC Department of Mental Health
Contracts and Procurement Services
64 New York Ave., NE – 2nd Floor
Washington, DC 20002
Telephone: 202- 671-3188; Fax: 202-671-3395

**G.7 AUTHORIZED CHANGES BY THE DIRECTOR, CONTRACTS AND
PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

- G.7.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.
- G.7.2 The Director/ACCO 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.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, 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.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 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/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 Director/ACCO as to the Contractor's compliance or noncompliance with the Contract.

In addition, the COTR shall be 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.

Kimberly Johnson shall serve at the Contracting Officer's Technical Representative (COTR) for this Contract.

Kimberly Johnson, MBA
Project Manager – South Capitol Street Bill
DC Department of Mental Health
Office of Programs and Policy
64 New York Ave., NE – 3rd Floor
Washington, DC 20002
Office Phone: (202) 671-2900
Direct Office: (202) 671-3151
Email: kimberly.johnson5@dc.gov

G.8.2 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

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
H.1	LIQUIDED DAMAGES	30
H.2	CONTRACTOR LICENSE/CLEARANCES	30
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	30 - 35
H.4	COST OF OPERATION	35
H.5	AMERICAN WITH DISABILITIES ACT OF 1990 (ACT)	35
H.6	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	36
H.7	MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)	36 - 38

SECTION H: SPECIAL CONTRACT REQUIREMENTS

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 \$750.00 per day where there has been a failure to provide required services as depicted in the Scope of Work. 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.2 CONTRACTOR LICENSES/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 certifications, 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:

RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM

- (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.
2. 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 pertaining to 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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- (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 prescribed by the Director, Contracts and Procurement/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
- (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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- (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 he or she is aware that 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

RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM

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.

H.7 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.7.1 Contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of material, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such material, goods and supplies are purchased from certified small business enterprises.

H.7.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.7.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.7.1.3 Any Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.7.1 and H.7.2.

H.7.1.4 The purpose of the following information being provided is to help the Prospective Bidders/Offerors who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link and on the left side of page, select "Doing Business in the District of Columbia", scroll down list, select "Request for CBE Firms Listing", this shall take Prospective Bidders/Offerors to a form to complete and submit online to begin a search. Request may take up to 24 to 72 hours ending upon the scope of work categories needed. Subcontracting information may also be obtained from web link in Section J.10 on page 39 of this Contract.

H.7.2 SUBCONTRACTING PLAN

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of Section H.7.1. The Prime Contractor responding to this solicitation, which is required to subcontract, shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. **THE OFFEROR RESPONDING TO THIS CONTRACT SHALL BE DEEMED NONRESPONSIVE AND SHALL BE REJECTED IF THE BIDDER/OFFEROR IS REQUIRED TO SUBCONTRACT, BUT FAILS TO SUBMIT A SUBCONTRACTING PLAN WITH ITS PROPOSAL.**

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.7.2.1 A description of the goods and services to be provided by SBE's or, if insufficient Qualified SBE's are available, by any CBEs;
- H.7.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient, qualified SBEs are available, who are CBEs.
- H.7.2.3 The names and addresses of all proposed subcontractors who are SBEs nor, if insufficient, Qualified SBEs are available, who are CBEs.
- H.7.2.4 The name of the individual employed by the Prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual.
- H.7.2.5 A description of the efforts the Prime Contractor shall make to ensure that SBEs or, if insufficient SBEs are available, that CBEs shall have an equitable opportunity to compete for Subcontracts.
- H.7.2.6 Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan;
- H.7.2.7 A list of the type of records the Prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the Prime Contractor shall make such records available for review upon the District's request; and
- H.7.2.8 A description of the Prime Contractor's recent efforts to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.7.3 SUBCONTRACTING PLAN COMPLIANCE REPORTING

H.7.3.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

1. The dollar amount of the Contractor procurement;

2. A brief description of the goods procured or the services contracted for the name of the business enterprise from which the goods were procured or contracted;
3. Whether the subcontractors to the Contract are certified business enterprises;
4. The dollar percentage of the Contract awarded to the SBEs, or if insufficient SBEs, to other CBEs;
5. A description of the activities in which the Contractor is engaged in order to achieve the subcontracting requirements set forth in its plan; and
6. A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.7.4 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.7.4.1 If, during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to Terminate the Contract under the default clause of the Standard Contracts Provisions.
- H.7.4.2 There shall be a rebuttable presumption that a Contractor fully breached its Approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report or (ii) submits a monitoring or compliance report with the intention to defraud.

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

PART II: CONTRACT CLAUSES

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

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION	41
I.2	CONTRACTS THAT CROSS FISCAL YEARS	41
I.3	CONFIDENTIALITY OF INFORMATION	41
I.4	TIME	41
I.5	EQUAL EMPLOYMENT OPPORTUNITY	41
I.6	DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES	41
I.7	OTHER CONTRACTORS	42
I.8	SUBCONTRACTS	42
I.9	RESERVED FOR FUTURE USE	42
I.10	SUSPENSION OF WORK	42 - 43
I.11	STOP WORK ORDER	43
I.12	INSURANCE	44
I.13	WORKERS' COMPENSATION INSURANCE	44
I.14	COMMERCIAL GENERAL LIABILITY INSURANCE	44 - 45
I.15	GOVERNING LAW	45
I.16	FIRST SOURCE EMPLOYMENT AGREEMENT	45

RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM

I.17	ANTI-KICKBACK PROCEDURES	45 - 46
I.18	RIGHTS IN DATA	47 - 50
I.19	ORDER OF PERCEDENCE	50

PART II: 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. (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 subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 RESERVED FOR FUTURE USE

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.
- 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
Agency Chief Contracting Officer
DC Department of Mental Health
64 New York Ave., NE - 2th Floor
Washington, DC 20002

I.13 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 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, 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.14.1 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 or in connection with a Subcontract 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.
- I.17.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- 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 contractor 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.17.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- (a). Providing or attempting to provide or offering to provide any kickback;
 - (b). Soliciting, accepting, or attempting to accept any kickback; or
 - (c). 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.17.8 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.17.9 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.17.10 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 the 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

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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, notwithstanding 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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- 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 if 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 officersagents 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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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 signing.

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 Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al. ca 74-285 (TFH) (Dixon Settlement Agreement)
- I.19.2 Wage Determination (Attachment J.5)
- 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 Sections A through M of this Contract Number RM-13-RFP-100-BY4-TLW
- I.19.5 Best and Final Offer (BAFO) dated _____
- I.19.6 Request for Proposal Submission dated July 1, 2013
- I.19.7 Request for Proposal

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 contact.

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

PART III: LIST OF DOCUMENTS, EXHIBITS, OTHER ATTACHMENTS

SECTION J

TABLE OF CONTENTS

ITEM NO.	ITEM TITLE	PAGE NO.
J.1	STANDARD CONTRACT PROVISIONS FOR USE WITH THE SUPPLIES AND SERVICES CONTRACTS	52
J.2	U.S. DEPARTMENT OF LABOR WAGE DETERMINATION 2005 – 2081 DATED 09/01/2010	52
J.3	OFFICE OF LOCAL BUSINESS DEVELOPMENT EQUAL EMPLOYMENT OPPORTUNITY INFORMATION REPORT	52
J.4	DEPARTMENT OF EMPLOYMENT SERVICES FIRST SOURCE EMPLOYMENT AGREEMENT	52
J.5	DIXON SETTLEMENT AGREEMENT	52
J.6	WAY TO WORK AMENDMENT ACT OF 2006	52
J.7	TAX CERTIFICATION AFFIDAVIT	52
J.8	BIDDER/OFFEROR CERTIFICATION FORM	52
J.9	SUBCONTRACTOR PLAN	52
J.10	LISTING OF CERTIFIED BUSINESS ENTERPRISES	52

SECTION J: LIST OF ATTACHMENTS

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

Attachment Number	Document
J.1	<p>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"</p>
J.2	<p>U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached) http://www.wdol.gov/sca.aspx</p>
J.3	<p>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"</p>
J.4	<p>Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" (Separately Attached)</p>
J.5	<p>Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf</p>
J.6	<p>Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached) http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf</p>
J.7	<p>Tax Certification Affidavit (Separately Attached)</p>
J.8	<p>Bidder/Offeror Certifications (Separately Attached) http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Solicitation+Attachments</p>
J.9	<p>SUBCONTRACTOR PLAN Available at www.ocp.dc.gov. Click on "Solicitation Attachments" (Attached – 2 pages)</p>
J.10	<p>LISTING OF CERTIFIED BUSINESS ENTERPRISES (CBEs) http://dslbd.dc.gov/DC/DSLBD</p>

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K

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

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
K.1	TAX CERTIFICATION	54
K.2	AUTHORIZED NEGOTIATORS	54
K.3	TYPE OF BUSINESS ORGANIZATION	54
K.4	EMPLOYMENT AGREEMENT	55
K.5	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATION	55 - 56
K.6	WALSH-HEALY ACT	56 - 57
K.7	BUY AMERICAN CERTIFICATION	57
K.8	OFFICERS NOT TO BENEFIT CERTIFICATION	57
K.9	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	57 - 58
K.10	BIDDER/OFFEROR CERTIFICATION FORM	58
K.11	ACKNOWLEDGE OF AMENDMENTS	59

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).

K.3 TYPE OF BUSINESS ORGANIZATION

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

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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 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-Offers. (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;

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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:

(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
- (ii) 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.8 to download and complete the Bidder/Offeror Certification Form and submit the completed document along 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:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

PART IV: REPRESENTATIVES AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS & NOTICES TO THE CONTRACTORS

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
L.1	CONTRACT AWARD	62
L.2	PROPOSAL FORM, ORGANIZATION AND CONTENT	62 - 63
L.3	PROPOSAL SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS	63 - 64
L.4	HAND DELIVERY OR MAILING OF PROPOSAL	64
L.5	EXPLANATION TO PROSPECTIVE OFFERORS	64
L.6	FAILURE TO SUBMIT OFFERS	65
L.7	PROPOSAL PROTESTS	65
L.8	SIGNING OF OFFERS	66
L.9	UNNECESSARILY ELABORATE PROPOSALS	66
L.10	RETENTION OF PROPOSAL	66
L.11	PROPOSAL COSTS	66
L.12	ACKNOWLEDGEMENT OF AMENDMENTS	66
L.13	ACCEPTANCE PERIOD	66
L.14	BEST AND FINAL OFFERS	66 - 67
L.15	LEGAL STATUS OFFEROR	67

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

L.16	STANDARDS OF RESPONSIBILITY	67 - 68
L.17	OPTIONAL PRE-PROPOSAL CONFERENCE	68

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a Fixed Unit Price Contract 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 (1) original and four (4) 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-13-RFP-100-BY4-TLW, Behavioral Health Ombudsman Program"***.

(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

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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 MONDAY, JULY 1, 2013**. 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 2:00 PM ON FRIDAY, JUNE 21, 2013, TEN (10) DAYS PRIOR TO THE SUBMISSION DEADLINE DATE. ALL WRITTEN QUESTIONS MUST BE SUBMITTED TO

**Samuel J. Feinberg, CCPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
DC Department of Mental Health
64 New York Ave., NE – 2nd 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 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
Contract Specialist
DC Department of Mental Health
Contracts and Procurement Services
64 New York Ave., NE – 2nd 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 QUESTIONS IN WRITING TO THE CONTACT PERSON, SAMUEL J. FEINBERG, IDENTIFIED ON PAGE ONE, ITEM 10 OF THIS SOLICITATION.** The prospective Offeror shall submit questions **No Later Than Ten (10) Calendar Days (or FRIDAY, JUNE 21, 2013) prior to the closing date and time indicated for this solicitation.** **The District shall not consider any questions received less than Ten (10) 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 Director Contracting and Procurement /Agency Chief Contracting Officer (Director/ACCO), Samuel J. Feinberg, CPPO, CPPB at 64 New York Ave., - 2nd Floor, Washington, DC, 20002, (202) 671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. In addition, it is requested that such recipients advise the Director/ACCO, 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 Director/ACCO, 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

Contract Appeals Board
441 4th Street, NW Washington, DC 20001
Suite 350 N
Email: cab.dc.gov
Phone: (202) 727-6707
Fax: (202) 727-3993

The Contract Appeals Board has exclusive jurisdiction to decide protests of District contract solicitations and awards, appeals by contractors of District contracting officer final decisions, claims by the District against contractors, appeals by contractors of suspensions and debarments, and contractor appeals of interest payment claims under the Quick Payment Act. The Board's website provides links for parties to conduct electronic filing in Board cases and to conduct full text searching of pleadings in pending and closed cases.

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 in **BLUE INK**. 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 Ninety (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 (BAFO), that shall have an Oral Presentation element, at the designated date and time. Best and Final Offers shall be subject to Late

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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 Director/ACCO 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 Director/ACCO 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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

- 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 Director/ACCO 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 Director/ACCO 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, JUNE 11, 2013 FROM 3:00 PM UNTIL 4:00 PM AT THE DEPARTMENT OF MENTAL HEALTH LOCATED AT 64 NEW YORK AVE., NE, 2ND FLOOR, CONFERENCE ROOM 255, 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/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 TEN (10) DAYS (JUNE 21, 2013) PRIOR TO SUBMISSION DEADLINE DATE AND TIME.** 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-13-RFP-100- BY4-TLW and shall be issued as an Amendment to this solicitation.

*****END OF SCHDEDULE L*****

PART IV: REPRESENTATIVES AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
M.1	EVALUATION FOR AWARD	70
M.2	TECHNCIAL RATING	70 - 71
M.3	EVALUATION CRITERIA	71
M.4	TECHNICAL CRITERIA	71 - 71
M.5	PRICE CRITERIA	72
M.6	PREFERENCE POINTS	72
M.7	CLAUSE APPLICABLE TO ALL OPEN MARKET	73 - 77

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

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The Technical Rating is a weighing mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s Total Technical Score shall be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good”. Then the score for that evaluation factor is 4/5 of 20 or 16.

If sub-factors are applied, the Offeror’s Total Technical Score shall be determined by adding the Offeror’s score for each sub-factor. For example, if an evaluation factor has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good” for the first sub-factor and “Poor” for the second sub-factor, then the total score

for the evaluation factor is 4/5 of 10 for 8 for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

M.3 EVALUATION CRITERIA

M.3.1 Selection of Offerors for Contract awards shall be based on an evaluation of Proposals against the following factors which shall be reviewed and scored according to the quality of the responses to required sections. Each proposal shall be scored on a 100 point scale.

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.4 TECHNICAL CRITERIA

A. Evaluation Factor: TECHNICAL UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH (Total of 40 Points)

1. Demonstrates a clear understanding of the required work to be performed Under the Contract resulting from this RFP solicitation. (15 Points)
2. Demonstrates experience in mediation, facilitation or Ombudsman Services, in accordance with recognized professional standards, particularly in children's or family areas or issues. (15 points)
3. Demonstrates experience with Behavioral Health Systems and Behavioral Health Coverage, including Public Benefits Systems. (10 points)

TOTAL: _____

B. Evaluation Factor: PROGRAM PLAN (Total of 20 Points)

Provide a description of the proposed Behavioral Health Ombudsman Program to be established within the District of Columbia; philosophy, organization, staff and work plan. Please note that the Ombudsman shall be appointed by the DMH Director.

TOTAL: _____

C. Evaluation Factor: PAST PERFORMANCE (Total of 30 Points)

1. Demonstrate your past performance experience by providing Two (2) written mediation, facilitation or Ombudsman reports. (10 points)
2. Describe your experience with communicating or resolving issues with different entities (legislative, courts, families, agencies). (10 points)
3. Describe your experience in founding, developing or managing programs or initiatives and managing a budget. (10 points)

TOTAL: _____

M.5 PRICE CRITERIA (Total of 10 Points)

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

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

TOTAL: _____

TOTAL EVALUATION POINTS (Maximum of 100 Points)

TOTAL: _____

M.6 PREFERENCE POINTS (Maximum of 12 Points)

TOTAL: _____

GRAND TOTAL EVALUATION POINTS GRAND TOTAL: _____

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
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 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 Submission for Preferences

Any 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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

1. Vendor Submission for Preferences

Any Vendor 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.

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.

**RM-13 RFP-100-BY4-TLW
BEHAVIORAL HEALTH OMBUDSMAN PROGRAM**

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*****