

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

**REQUEST FOR PROPOSAL  
SOLICITATION NUMBER RM-14-RFP-171-BY4-TLW**

**DBH OFFICE OF PROGRAMS AND POLICY OMBUDSMAN PROGRAM**

The District of Columbia, Department of Behavioral Health (DBH) 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: Wednesday, January 29, 2014

**CLOSING DATE: FRIDAY, FEBRUARY 28, 2014**

**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 Behavioral Health | Contracts and Procurement Services at 64 New York Avenue, NE 2<sup>nd</sup> Fl. Washington DC 20002; Tel: 202.671-3184| Fax: 202.671-3395| e-mail: [tira.williams@dc.gov](mailto:tira.williams@dc.gov)**

If you wish to respond to this Solicitation, please submit one (1) original and four (4) copies of the written **Technical Proposal** in one (1) envelope and one (1) Original and four (4) Copies of the **Price Proposal** in a second envelope. Label each envelope "**Technical Proposal**" and "**Price Proposal**", as appropriate. Then place both the Technical and Price Proposal envelopes in a separate, large, sealed envelope conspicuously marked "**Proposal in Response to Solicitation # RM-14-RFP-171-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 – 2<sup>nd</sup> Fl. WASHINGTON, DC 20002 NO LATER THAN FRIDAY, FEBRUARY 28, 2014 AT 2:00 PM EST.**

You **MUST** include the following documents with your Proposal 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 returned with your Proposal); Boxes 14; 14A; 15; 15A and 15B completed and signed. The completed and signed Schedule B.4 Pricing Schedules on Pages 4 through 8. (**PLEASE NOTE: Do not write any additional notes or computations to these pages, as it may disqualify your Proposal.**) and your written responses to the Evaluation Criteria 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
6. A completed Subcontracting Plan or a notarized letter requesting a waiver, if applicable.

**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 – 2<sup>nd</sup> Floor  
Washington, DC 20002  
[samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE, 2<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 83</b>	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: <b>RM-14-RFP-171-BY4-TLW</b>	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: <b>JANUARY 29, 20014 / FRIDAY, FEBRUARY 28, 2014 AT 2:00 PM EST.</b>	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input type="checkbox"/> REQUEST FOR QUOTATION <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: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b><u>Samuel.Feinberg@dc.gov</u></b>

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### OFFER (TO BE COMPLETED BY CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH 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 DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Services Agency Chief Contracting Officer</b>		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM OR ON DBH 26 OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE.			

**SECTION B**

**SUPPLIES/ SERVICES AND PRICE/COSTS**

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**B.1 PURPOSE OF THE SOLICITATION**

The Department of Behavioral Health (DBH) 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 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).

Based upon this Request for Proposal (RFP), the DBH shall award a Contract for the establishment and management of a District-wide Behavioral Health Ombudsman Program (“Ombudsman Program”). The Ombudsman shall be appointed by the Director of DBH from among candidates who have been screened and recommended by the Contractor awarded this Contract. In addition, the Contractor shall ensure that the minimum specified staffing requirements as specified within the solicitation are met. Investigative and reporting services, along with administrative and oversight of the program shall be provided by the Contractor. The Contractor 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**

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

**B.4 SCHEDULE B PRICING SHEET**

See Pages 4 through 8

RM-14 RFP-171-BY4-TLW  
 DBH OFFICE OF PROGRAMS AND POLICY OMBUDSMAN PROGRAM

**PART I – THE SCHEDULE**

**B.5 - PRICING SCHEDULE**

**BASE YEAR**

RM-14-RFP-171-BY4-TLW – DBH OFFICE OF PROGRAMS AND POLICY 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 Behavioral Health (DBH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District of Columbia, to Establish, Manage, and Operate a Behavioral Health Ombudsman Program.				
001	Salary for the Project Director of Ombudsman Program	<u>280</u>	Hour	\$ _____	\$ _____
002	Ombudsman's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
003	Administrative Staff's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
004	Program Staff's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
005	Draft Copy of Annual Report Due	<u>1</u>	Each	\$ _____	\$ _____
006	Final Copy of Annual Report Due	<u>1</u>	Each	\$ _____	\$ _____
007	Staff Recruitment and Advertising	<u>4</u>	Quarterly	\$ _____	\$ _____
008	Office Supplies	<u>12</u>	Month	\$ _____	\$ _____
009	IT Equipment & Maintenance	<u>4</u>	Quarterly	\$ _____	\$ _____
010	Overhead (including Profit)	<u>12</u>	Month	\$ _____	\$ _____

**BASE YEAR**

\_\_\_\_\_  
 Print Name of Offeror

\_\_\_\_\_  
 Print Name and Title of Authorized Person / Title:

\_\_\_\_\_  
 Signature Date

**PART I – THE SCHEDULE**

**B.5 - PRICING SCHEDULE**

**OPTION YEAR ONE**

RM-14-RFP-171-BY4-TLW - DBH OFFICE OF PROGRAMS AND POLICY 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 Behavioral Health (DBH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District of Columbia, to Establish, Manage, and Operate a Behavioral Health Ombudsman Program.				
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	\$ _____	\$ _____

**OPTION YEAR ONE**

\_\_\_\_\_  
 Print Name of Offeror

\_\_\_\_\_  
 Print Name and Title of Authorized Person Title:

\_\_\_\_\_  
 Signature Date

**PART I – THE SCHEDULE**

**B.5 - PRICING SCHEDULE**

**OPTION YEAR TWO**

RM-14-RFP-171-BY4-TLW - DBH OFFICE OF PROGRAMS AND POLICY 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 Behavioral Health (DBH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District of Columbia, to Establish, Manage, and Operate a Behavioral Health Ombudsman Program.				
001	Salary for the Project Director of Ombudsman Program	280	Hour	\$ _____	\$ _____
002	Ombudsman's Salary	2080	Hour	\$ _____	\$ _____
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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 and Title of Authorized Person

\_\_\_\_\_  
 Title:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**PART I – THE SCHEDULE**

**B.5 - PRICING SCHEDULE**

**OPTION YEAR THREE**

RM-14-RFP-171-BY4-TLW - DBH OFFICE OF PROGRAMS AND POLICY 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 Behavioral Health (DBH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District of Columbia, to Establish, Manage, and Operate a Behavioral Health Ombudsman Program.				
001	Salary for the Project Director of Ombudsman Program	<u>280</u>	Hour	\$ _____	\$ _____
002	Ombudsman's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
003	Administrative Staff's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
004	Program Staff's Salary	<u>2080</u>	Hour	\$ _____	\$ _____
005	Draft Copy of Annual Report Due	<u>1</u>	Each	\$ _____	\$ _____
006	Final Copy of Annual Report Due	<u>1</u>	Each	\$ _____	\$ _____
007	Staff Recruitment and Advertising	<u>4</u>	Quarterly	\$ _____	\$ _____
008	Office Supplies	<u>12</u>	Month	\$ _____	\$ _____
009	IT Equipment & Maintenance	<u>4</u>	Quarterly	\$ _____	\$ _____
010	Overhead (including Profit)	<u>12</u>	Month	\$ _____	\$ _____

**OPTION YEAR THREE**

\_\_\_\_\_  
 Print Name of Offeror

\_\_\_\_\_  
 Print Name and Title of Authorized Person / Title:

\_\_\_\_\_  
 Signature / Date

**PART I – THE SCHEDULE**

**B.5 - PRICING SCHEDULE**

**OPTION YEAR FOUR**

RM-14-RFP-171-BY4-TLW - DBH OFFICE OF PROGRAMS AND POLICY 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 Behavioral Health (DBH), is seeking a Qualified and Experienced Private, Community-Based, Nonprofit Corporation, Organization or Consortium of Organizations, with offices located in the District of Columbia, to Establish, Manage, and Operate a Behavioral Health Ombudsman Program.				
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	\$ _____	\$ _____

**OPTION YEAR FOUR**

\_\_\_\_\_  
 Print Name of Offeror

\_\_\_\_\_  
 Print Name and Title of Authorized Person / Title:

\_\_\_\_\_  
 Signature Date

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

**PART I – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

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**PART I - THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 BACKGROUND**

The Department of Behavioral Health is establishing a Behavioral Health Ombudsman Program to provide assistance to residents to access behavioral health services and programs and to resolve complaints about behavioral health providers, behavioral health facilities, and access to behavioral health programs and services through existing complaint processes or by referrals to appropriate regulatory agencies.

The DBH provides outpatient behavioral health services primarily through a network of community based mental health and substance abuse services providers. In addition, DBH operates comprehensive adult and children’s outpatient programs with a wide range of services and supports, a psychiatric emergency services program, and a pharmacy. The Behavioral Health Ombudsman program will publicize available services through innovative outreach strategies, educate residents about behavioral health coverage under various health benefits plans, and assist residents in navigating the system to access appropriate support.

Formal reports and recommendations for improving access, along with quality of care shall be submitted to the Director of the Department of Behavioral Health, the Mayor and the DC Council.

**C.2 OVERVIEW**

DBH 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 accordance with the requirements of this Request for Proposal (RFP).

The Ombudsman shall be a person with substantive experience in the fields of behavioral health and patient advocacy. He/she shall have the leadership and management skills needed to develop the organizational and programmatic structures required to conduct the functions assigned to the Ombudsman’s office. DBH 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 Contractor awarded this Contract shall recommend candidates to the Director, DBH for the position of Ombudsman and shall ensure that all minimum specified staffing requirements are met. The Director of DBH shall appoint the Ombudsman from among

candidates screened and recommended by the Contractor awarded the Contract resulting from this Solicitation.

The Contractor awarded this Contract as a result of this RFP shall provide Investigative and Reporting services, along with Administrative and Fiscal oversight. The Contractor 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 Contractors 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.3 SCOPE OF WORK**

The successful Contractor 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. Objectivity in identifying and helping to resolve formal and informal complaints on behalf of individuals seeking assistance, through existing processes.
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 consistent with statutory confidentiality and disclosure requirements for those individuals and families seeking assistance with the system.
4. Definitions
  - a. Contractor – Qualified and experienced private, community-based, nonprofit corporation, organization or consortium of organizations, with offices located in the District.

#### **C.3.1 REQUIRED FUNCTIONS/TASKS OF THE OMBUDSMAN'S OFFICE**

1. Assist Child and Youth with their Families in resolving problems concerning the District's behavioral health system and behavioral health facilities;

**DBH OFFICE OF PROGRAMS AND POLICY OMBUDSMAN PROGRAM**

2. Help consumers to access behavioral health care services and programs by referring them to appropriate regulatory agencies with their problems are within and agency's jurisdiction;
3. Guide consumers through existing complaint processes and help them to informally resolve problems through discussions with their providers;
4. Educate District Residents about Behavioral Health Coverage;
5. Refer individuals, when appropriate, to other District agencies and/or organizations for assistance with Behavioral Health Services and Programs.
6. Build positive, productive relationships with the leadership of agencies and organizations providing Behavioral Health Services, policy makers and child advocacy organizations to improve practices.
7. 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.
8. Implement innovative strategies and adopt tools to maximize outreach to District 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.
10. Comment on behalf of District Residents on related Behavioral Health Policy legislation and regulations in the District.
11. Within 30 days of the end of each fiscal year, the Ombudsman shall submit an Annual Report, in accordance with the requirements of this Solicitation and the Act. The Final Annual Report shall be distributed to youth-serving agencies and the public.
12. Establish and manage an Advisory Council that meets the requirements specified in this solicitation.
13. Other necessary duties required to ensure an effective program integral to the continued improvement of the Behavioral Health System in the District.

**C.3.2 TIMELINE FOR COMPLETING TASKS REQUIRED TO ESTABLISH THE OMBUDSMAN'S OFFICE:**

1. Within One (1) Month of the Start Date of the Contract, the successful Contractor, shall create the draft Behavioral Health Ombudsman Program Charter containing a

work plan for completing all tasks required to establish the office, which shall be approved by the Director, DBH prior to implementation;

2. Within Two (2) Months of the Start Date of the Contract, the successful Contractor 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 Contractor 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.*).
4. Within Three (3) Months of the Start Date of the Contract, the successful Contractor shall establish an Advisory Council to perform all of the mandated functions established for the body within the Act. The membership of the Advisory Council shall consist of members representing at a minimum, the following:
  - a. Consumers;
  - b. Three consumer advocacy organizations;
  - c. The Department of Behavioral Health
  - d. The Department of Health Care Finance;
  - e. The Child and Family Services Agency;
  - f. The Department of Youth Rehabilitation Services;
  - g. Health benefits plans;
  - h. Health care facilities;
  - i. The Health Care Ombudsman Program;
  - j. Health professionals with expertise in a person's overall social, emotional, and psychological well-being and development;
  - k. The District of Columbia Public Schools ; and
  - l. The Public Charter School Board.

**C.4 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:

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**DBH OFFICE OF PROGRAMS AND POLICY OMBUDSMAN PROGRAM**

- (i) Behavioral Health Services (this includes mental health services and services for individuals with substance use disorders);
  - (ii) Behavioral Health Coverage under health benefits plans;
  - (iii) Public Education and Community Outreach; and
  - (iv) Conflict Resolution;
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.
  8. Contractor administers 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 appointed by the Director, Department of Behavioral Health, in accordance with the requirements stipulated by the bill. The Contractor shall identify its proposed Ombudsman, who shall have substantive experience in the fields of behavioral health and patient advocacy. He/she shall have the leadership and management skills needed to develop the organizational and programmatic structures required to conduct the functions assigned to the Ombudsman's office. The proposed Ombudsman shall be an employee of the nonprofit corporation, organization or consortia 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.5 APPLICABLE DOCUMENTS**

1. D.C. Act 19-344 (Attachment A – The Bill; South Capitol Street Memorial Amendment Act of 2012)
2. D.C. Code § 7-1131.19 (2012) (Attachment B – Behavioral Health Ombudsman Program)

**C.6 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.7 STANDARDS OF PERFORMANCE**

The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, 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 DBH operational policies, procedures and directives while performing the duties specified in this Contract.

**C.8 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 DBH endorses, recommends or prefers the Contractor's services; shall not use DBH'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.9 CONFIDENTIALITY**

Information concerning DBH 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**

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**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**

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**PART 1: THE SCHEDULE**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION OF SUPPLIES AND SERVICES**

- E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/  
Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services  
Contracts dated March 2007 (Attachment J.1)**  
**[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))** (To open, “right click on mouse,” select “open  
hyperlink select “OK”)

**E.2 CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED  
SERVICES**

- E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor’s invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3 The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.
- E.2.4 In case of non-performed work, DBH shall:
- E.2.4.1 Deduct from the Contractor’s invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
- E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DBH.
- E.2.4.3 DBH may, at its option, perform the Contracted services by the DBH personnel or other means.
- E.2.5 In the case of unsatisfactory work, DBH:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract,

unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.

E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DBH.

### **E.3 TERMINATION FOR CONVENIENCE**

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice.

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement Bid arising out of those terminations.

E.3.2.5 With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement Bids arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.

E.3.2.6 Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated

E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

**E-4 TERMINATION FOR DEFAULT**

- E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1 Perform the services within the time specified in the Contract or any extension; or
- E.4.1.2 Make progress as to endanger performance of the Contract; or
- E.4.1.3 Perform any of the other material provisions of the Contract.
- E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3. If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4 Except for default by Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5 If the failure to perform is caused by the fault of a Subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the Subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.

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- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**\*\*\* END OF SECTION E \*\*\***

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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## 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 DBH 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.

#### **F.4 DELIVERABLES**

F.4.1 Within One (1) Month of the Start Date of the Contract, the successful Contractor, in coordination with DBH and with the final approval by the Director, DBH, shall

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- create the Behavioral Health Ombudsman Program Charter;
- F.4.2 Within Two (2) Months of the Start Date of the Contract, the successful Contractor shall hire staff necessary to begin operations of the Ombudsman Program;
- F.4.3 Within One (1) Month of the Start Date of the Contract, the successful Contractor 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.*).
- F.4.4 Within One (1) month after the first Twelve Months of operation, the Contractor shall 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 Behavioral 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.
- F.4.5 Within Two (2) months after the first Twelve Months of operation, the Contractor shall 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 Behavioral 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.

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

**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION**

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**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION**

**G.1 CONTRACT ADMINISTRATION**

Contracts shall be entered into and signed on behalf of the Department of Behavioral Health (DBH) only by the DBH Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO). 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 Behavioral Health  
64 New York Avenue – 2<sup>nd</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
(202) 671-3395 – Fax  
Email: [Samuel.Feinberg@dc.gov](mailto:Samuel.Feinberg@dc.gov)

**G.2 TYPE OF CONTRACT**

This is a Firm Fixed Price Contract for the establishment, management and operation of a City-wide Behavioral Health Ombudsman Program. The Contractor shall be remunerated in accordance with the Schedule B Pricing Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for DBH are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/ACCO, or the duly authorized representative as the

Contracting Officer's Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.

By accepting this order or Contract the Contractor agrees, that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

**G.3 MODIFICATIONS**

G.3.1 Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director/ACCO only.

G.3.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.3.3 In the event that the Contractor effects any changes at the instruction or request of any person other than the Director/ACCO, the changes 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.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

Funds are not presently available for performance under this Contract beyond September 30, 2014. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014, until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer (ACFO).

**G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE(COTR)**

The Director/ACCO shall designate a COTR who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Director/ACCO. The COTR shall also review, approve and sign all invoices prior to payment by DBH. The COTR for this procurement is:

Kimberly A. Johnson, MBA  
Project Manager - South Capitol Street Bill  
D.C. Department of Behavioral Health  
Office of Programs and Policy  
64 New York Avenue, NE - 3rd Floor  
Washington, DC 20002  
Telephone: (202) 671-3151; Fax: 202-673-1930  
Email: Kimberly.Johnson5@dc.gov

**G.6 SUBMISSION OF INVOICE**

The Contractor shall submit, on a MONTHLY BASIS, an original and three copies of each invoice to the following:

Accounts Payable Office  
Department of Behavioral Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
By email: DBH.ap@dc.gov

DBH 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 invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price, and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, UNPAID and be resubmitted as indicated in this clause.

**G.7 THE QUICK PAYMENT CLAUSE**

**G.7.1 Interest Penalties to Contractors:**

G.7.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest

penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any Thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.7.2 Payments to Subcontractor:

G.7.2.1 The Contractor must take one of the following actions within Seven (7) days of receipt of Any amount paid to the Contractor by the District for work performed by any sub-Contractor under a Contract:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the District that is attributable to the Subcontractor for work performed under the Contract; or
- b. Notify the District and the Subcontractor, in writing, of the Contractor's intention to withhold all or part of the Subcontractor's payment and state the reason for the nonpayment.

G.7.2.2 The Contractor must pay any lower-tier Subcontractor or supplier interest penalties on amounts due to the Subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any Thirty (30) day period shall be added to the principal amount of the debt to the Subcontractor and thereafter interest penalties shall accrue on the added amount.

G.7.2.4 A dispute between the Contractor and Subcontractor relating to the amounts or entitlement of a Subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.8 CERTIFICATION OF INVOICE**

The COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer (CFO) within Five (5) working days after receipt of a satisfactory invoice.

**G.9 PAYMENT**

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

**G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

For Contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

**G.11 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors.

The Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director/ACCO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

**G.12 ASSIGNMENT OF PAYMENTS**

G.12.1 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.

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G.12.2 Any assignment shall cover all unpaid amounts payable under this Contract and, shall not be made to more than one party.

G.12.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Assignee)

**\*\*\* END OF SECTION G \*\*\***

**PART I: THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## PART I: THE SCHEDULE

### SECTION H

#### SPECIAL CONTRACT REQUIREMENTS

##### **H.1 LIQUIDATED DAMAGES**

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

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH 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 DBH to the replacement Contractor.

##### **H.2 CONTRACTOR LICENSE/CLEARANCES**

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

##### **H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

###### H.3.1 Definitions

(a) "Business Associate" shall mean The Contractor.

(b) "DBH" shall mean the District of Columbia, Department of Behavioral Health

- (c) "Confidentiality Law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DBH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DBH 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 DBH.
- (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 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean 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.
- (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 Business Associate from or on behalf of DBH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DBH 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 DBH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law.
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

### H.3.2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The 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 information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a Subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH 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 DBH 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

H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.

- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected 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, the Business Associate may disclose protected 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 will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DBH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### H.3.4 OBLIGATIONS OF DBH

- (a) DBH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DBH 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) DBH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DBH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DBH 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 DBH

DBH 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 DBH.

### H.3.6 TERM AND TERMINATION

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

### (c) EFFECT OF TERMINATION.

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

### H.3.7 MISCELLANEOUS

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.

- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DBH to comply with the requirements of the Privacy Rule 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.3.6 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 March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DBH to comply with the Privacy Rule.

#### **H-4 COST OF OPERATION**

All costs of operation under this Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

#### **H.5 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

#### **H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, this Contractor and any of its Subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

#### **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

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

#### **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of **\$100,000 or more** in a 12-month period.
- H.8.2 The Contractor shall pay its employees and Subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.3 The Contractor shall include in any subcontract for **\$15,000 or more** a provision requiring the Subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

**H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.9.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

- (1) The First Source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
- (2) The First Source for finding employees to fill any vacancy Occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.9.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“Contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

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

H.9.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.9.5 The submission of the Contractor’s Final request for payment from the District shall contain the following:

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- (1) Document in a report to the Director/ACCO its compliance with section H.9.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.9.4 and include the following documentation:
  1. Material supporting a good faith effort to comply;
  2. Referrals provided by DOES and other referral sources;
  3. Advertisement of job openings listed with DOES and other referral sources; and
  4. Any documentation supporting the waiver request pursuant to section H.9.6.

H.9.6 The Director/ACCO may waive the provisions of section H.9.4 if the Director/ACCO finds that:

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

H.9.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the

Director/ACCO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the

total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this section H.9.8.

H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

#### **H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010**

H.10.1 <http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010>

#### **H.11 FREEDOM OF INFORMATION ACT**

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

#### **H.12 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or Subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

#### **H.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

H.13.1 The purpose of the following information being provided is to help prospective Bidders/Offerors who have a need to fulfill a 35% CBE Utilization requirement based upon **the Total Contract Value exceeding \$250,000.00** for a given project, to search for responsible Subcontractors. Click on the following link below, 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 bidders/offerors to a form (see attached)

to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form.  
<http://dslbd.dc.gov>

- H.13.2 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.13.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.13.1, 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.13.4 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.13.1 and H.13.2.
- H.13.5 The purpose of following information being provided is to help prospective bidder/ offeror 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.

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970 North  
Washington DC 20001  
Office (202) 727-3900 Fax (202) 724-3786  
Email [dslbd@dc.gov](mailto:dslbd@dc.gov)  
Website <http://dslbd.dc.gov>

H.13.6 **SUBCONTRACTING PLAN**

- H.13.6.1 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.13.1. **The prime Contractor responding to this Solicitation and whose Bid has a Total Contract Value over \$250,000.00 and is therefore required by law to subcontract, shall be required to submit with its proposal, a notarized statement detailing its Subcontracting Plan.**

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if

the Offeror is required to subcontract, but fails to submit a Subcontracting Plan with its proposal. Once the plan is approved by the 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.13.6.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.13.6.3 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 certified business enterprises;
  - H.13.6.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
  - H.13.6.5 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.13.6.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
  - H.13.6.7 In subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the Subcontractor shall adopt a subcontracting plan similar to the Subcontracting Plan required by the Contract;
  - H.13.6.8 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.13.6.9 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.13.6.10 A description of the Prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.13.7 SUBCONTRACTING PLAN COMPLIANCE REPORTING
- H.13.7.1 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 of

DSLBD, no later than the 21<sup>st</sup> 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:

- a. The dollar amount of the Contract or procurement;
- b. A brief description of the goods procured or the services contracted;
- c. The name of the business enterprise from which the goods were procured or the services contracted;
- d. Whether the Subcontractors to the Contract are certified business enterprises;
- e. The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- f. A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- g. 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.13.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.13.8.1 Prime Contractor shall ensure that Subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.13.8.2 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 Contract Provisions.

H.13.8.3 There shall be a rebuttable presumption that a Contractor willfully breached its approved Subcontracting Plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.13.8.4 A Contractor that is found to have willfully breached its approved Subcontracting Plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**\*\*\*END OF SECTION H\*\*\***

**PART II: CONTRACT CLAUSES**  
**LIST OF DOCUMENTS, EXHIBITS AND**  
**OTHER ATTACHMENTS**

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**PART II: CONTRACT CLAUSES**

**SECTION I**

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

**CONTRACT CLAUSES**

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

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

[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf). (Right Click on link and select "Open Hyperlink.")

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

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTORS**

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

**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 Behavioral Health  
64 New York Ave., NE - 2<sup>th</sup> 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 Behavioral 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.

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- 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.
- 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 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.

- I.18.8 In addition to the rights granted in Section I-5.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-5.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- I.18.9 Whenever any data, including computer software, are to be obtained from a Subcontractor under this Contract, the Contractor shall use Section I-2 in the subcontract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that Subcontractor data or computer software which is required for the District.
- I.18.10 For all computer software furnished to the District with the rights specified in Section I-5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-5.5. For all computer software furnished to the District with the restricted rights specified in Section I-5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.18.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- I.18.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or
- I.18.11.2 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.18.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.18.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of 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-14-RFP-171-BY4-TLW

I.19.5 Best and Final Offer (BAFO) dated \_\_\_\_\_

I.19.6 Request for Proposal Submission dated February 28, 2014

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 contract.

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

**PART III: LIST OF DOCUMENTS, EXHIBITS, OTHER ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

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

Attachment Number	REFERENCE DOCUMENTS
J.1	<p><b>Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)</b>            available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"</p>
J.2	<p><b>U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010</b>            (Separately Attached)  <a href="http://www.wdol.gov/sca.aspx">http://www.wdol.gov/sca.aspx</a></p>
J.3	<p><b>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)</b>  <a href="http://www.dbh.dc.gov/dbh/frames.asp?doc=/dbh/lib/dbh/pdf/DixonSettlementAgreement/Settlement%20Agreement.pdf">http://www.dbh.dc.gov/dbh/frames.asp?doc=/dbh/lib/dbh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf</a></p>
J.4	<p><b>Way to Work Amendment Act of 2006 - Living Wage Fact Sheet</b>            (Separately Attached)  <a href="http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf">http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf</a></p>
<p><b>COMPLETE FORMS BELOW AND SUBMIT WITH SOLICITATION RESPONSE</b></p>	
J.5	<p><b>Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85</b>            available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"</p>
J.6	<p><b>Department of Employment Services First Source Employment Agreement</b>            available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"            (Separately Attached)</p>
J.7	<p><b>Tax Certification Affidavit (Separately Attached)</b></p>
J.8	<p><b>Bidder/Offeror Certifications</b>            (Separately Attached)  <a href="http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Solicitation+Attachments">http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Solicitation+Attachments</a></p>
J.9	<p><b>Subcontractor Plan (If Contract is \$250,000 or greater)</b>            Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a>.            Click on "Solicitation Attachments"(Attached – 2 pages)</p>

**PART IV: REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

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

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**SECTION K:**

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

**K.1 TAX CERTIFICATION**

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

**K.2 AUTHORIZED NEGOTIATORS**

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

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**K.3 TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of

\_\_\_\_\_

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in

\_\_\_\_\_

(Country)

**K.4 EMPLOYMENT AGREEMENT**

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

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

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

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

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

and the Office of Human Rights' regulations, Chapter 11 and agree to comply with them in performance of this Contract.

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.6 WALSH-HEALY ACT**

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

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

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

- (c) Regular Dealer

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

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

d) Manufacturer

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

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

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act") and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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

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

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

Each Offeror shall check one of the following:

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

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

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

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

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

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

- (i) those prices
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

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

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

---

**(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**

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**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 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-14-RFP-171-BY4-TLW, DBH Office Of Programs And Policy Ombudsman Program."***

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*( Insert Your Company's Name )*

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

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

4. Personnel
5. Past Performance

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

**L.3.1 PROPOSAL SUBMISSION**

**PROPOSALS MUST BE SUBMITTED NO LATER THAN 2:00 P.M. EST ON FRIDAY, FEBRUARY 28, 2014.** 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 TUESDAY, FEBRUARY 18, 2014, 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 Behavioral 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 Behavioral Health  
Contracts and Procurement Services  
64 New York Ave., NE – 2nd Floor  
Washington, D. C. 20002  
Telephone: 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 Tuesday, February 18, 2014) 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., - 2<sup>nd</sup> 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 Behavioral 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 Behavioral Health that future Solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 PROPOSAL PROTESTS**

Any actual or prospective bidder, Offeror, or Contractor who is aggrieved in connection with the Solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a Solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial Solicitation, but which are subsequently incorporated into this Solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the Solicitation.

**L.8 SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this Solicitation 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 at the designated date and time. Best and Final Offers (BAFO) shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the Solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, Registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.15.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

**L.16 STANDARDS OF RESPONSIBILITY**

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

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

of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

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

**L.17.1 THE DISTRICT SHALL CONDUCT AN OPTIONAL PRE-PROPOSAL CONFERENCE ON WEDNESDAY, FEBRUARY 5, 2014 AT 12:30 PM AT THE DEPARTMENT OF BEHAVIORAL HEALTH LOCATED AT 64 NEW YORK AVE., NE WASHINGTON, DC 20002, ROOM TO BE DETERMINED.**

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 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-14-RFP-171-BY4-TLW and shall be issued as an Amendment to this Solicitation.

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

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

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**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the responsive and responsible Offerors whose offers are the most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

M.2.1 The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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 Solicitation. **(15 Points)**
2. Demonstrates experience in mediation, facilitation and related services to be performed by the Ombudsman, 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. The Ombudsman shall be appointed by the DBH 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 OF 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.

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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.

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

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

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

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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\*\*\***