



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

REQUEST FOR PROPOSALS (RFP)

RM-012-RFP-0106-BY4-DJW For Consultant Services

The District of Columbia Government, Department of Mental Health, (DMH) is seeking Proposals from licensed Physicians to provide regular consultation to the DMH Mortality Review Committee.

Opening Date: August 21, 2012
Closing Date: September 11, 2012
Closing Time: 2:00 PM EST

To obtain a copy of the Request for Proposals (RFP) please contact Denise J. Wells, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services
609 H Street, NE - 4th Floor Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.wells@dc.gov or visit our website at www.dmh.dc.gov (click on Business Opportunities)

Please return the completed Proposal to Ms. Denise J. Wells via hand delivery, or U.S Postal Service (Mail) at the address noted below.

Any and all questions pertaining to this RFP must be submitted in writing via E-Mail no later than August 31, 2012 to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE 4th Floor
Washington, DC 20002
samuel.feinberg@dc.gov

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 609 H STREET, NE 4th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 51 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: RM-012-RFP-0106-BY4-DJW 5. DATE ISSUED: 6. OPENING/CLOSING TIME: August 21, 2012 / September 11, 2012 @ 2:00 PM EST
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7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	L	Instrs. Conds., & Notices to The Contractors	
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OFFER (TO BE COMPLETED BY THE 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 the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DMH)

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM.

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SUPPLIES OR SERVICES AND PRICE
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SECTION B

SUPPLIES/SERVICES AND PRICE/COSTS

B.1 PURPOSE OF SOLICITATION

The District of Columbia Government, Department of Mental Health, (DMH) is seeking Proposals from licensed Physicians to provide regular consultation to the DMH Mortality Review Committee.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract. The District requires the Offeror to provide pricing for the Contract Line Item Number (CLIN) listed in the Schedule B Table.

B.3 PERIOD OF PERFORMANCE

The Period of Performance (POP) for this Contract shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

SCHEDULE B PRICING SHEETS

B.4 The Contractor shall propose on all or none of the following Contract Line Items for this Solicitation.

BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall provide regular Consultant Services to the DMH Mortality Review Committee in accordance with the Statement of Work in (Section C) and at the stated Quantities and Prices herein.				
0001	Consultant Services	12 Mortality Review Reports	Per Month	\$ _____	\$ _____
0002	DMH Mortality Review Committee Meeting (Meeting held once per month)	10	10 hours per month	\$ _____	\$ _____
GRAND TOTAL					\$ _____

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Person

 Title

 Date

SCHEDULE B PRICING SHEETS

B.5 The Contractor shall propose on all or none of the following Contract Line Items for this Solicitation.

OPTION YEAR 1 (ONE)

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall provide regular Consultation Services to the DMH Mortality Review Committee in accordance with the Statement of Work in (Section C) and at the stated Quantities and Prices herein.				
0001	Consultant Services	12 Mortality Review Reports	Per Month	\$_____	\$_____
0002	DMH Mortality Review Committee Meeting (Meeting held once per month)	10	10 hours per month	\$_____	\$_____
GRAND TOTAL					\$_____

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Person

 Title

 Date

SCHEDULE B PRICING SHEET

B.6 The Contractor shall propose on all or none of the following Contract Line Items for this Solicitation.

OPTION YEAR 2 (TWO)

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall provide regular Consultation Services to the DMH Mortality Review Committee in accordance with the Statement of Work in (Section C) and at the stated Quantities and Prices herein.				
0001	Consultant Services	12 Mortality Review Reports	Per Month	\$ _____	\$ _____
0002	DMH Mortality Review Committee Meeting (Meeting held once per month)	10	10 hours per month	\$ _____	\$ _____
GRAND TOTAL					\$ _____

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Person

 Title

 Date

SCHEDULE B PRICING SHEET

B.7 The Contractor shall propose on all or none of the following Contract Line Items for this Solicitation.

OPTION YEAR 3 (THREE)

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall provide regular Consultation Services to the DMH Mortality Review Committee in accordance with the Statement of Work in (Section C) and at the stated Quantities and Prices herein.				
0001	Consultant Services	12 Mortality Review Reports	Per Month	\$_____	\$_____
0002	DMH Mortality Review Committee Meeting (Meeting held once per month)	10	10 hours per month	\$_____	\$_____
GRAND TOTAL					\$_____

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Person

 Title

 Date

SCHEDULE B PRICING SHEET

B.8 The Contractor shall propose on all or none of the following Contract Line Items for this Solicitation.

OPTION YEAR 4 (FOUR)

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Amount
	The Contractor shall provide regular Consultation Services to the DMH Mortality Review Committee in accordance with the Statement of Work in (Section C) and at the stated Quantities and Prices herein.				
0001	Consultant Services	12 Mortality Review Reports	Per Month	\$_____	\$_____
0002	DMH Mortality Review Committee Meeting (Meeting held once per month)	10	10 hours per month	\$_____	\$_____
GRAND TOTAL					\$_____

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title

Date

PART I - THE SCHEDULE

SECTION C

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PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

C.1.1 The Department of Mental Health provides comprehensive mental health services to adults, children, youths and their families. Inpatient services are provided at Saint Elizabeth's Hospital. Saint Elizabeth's Hospital (SEH) was created in 1855 and serves as the District of Columbia's government-run psychiatric hospital.

C.2 SCOPE OF SERVICES

C.2.1 The Department of Mental Health (DMH) seeks a licensed Physician to provide regular consultation to the DMH Mortality Review Committee. Mortality reviews are conducted by DMH Mortality Review Committee in order to review the cause of consumer deaths and assess the quality of services and treatment provided prior to their death; identify trends, develop recommendations, and create improvements in both provider-specific and system-wide service delivery. The Contractor will conduct independent evaluations of mortality review reports, including autopsy reports and consumer treatment records to determine which reports should be referred to the DMH Mortality Review Committee for further discussion and analysis; which reports require more information from the provider in order to make that decision; and which reports are complete and raise no issues or concerns for DMH or its service providers. A written recommendation is required for each mortality review report that is evaluated. The scope of services involves evaluating mortality reports to determine if any concerns about the level of care provided to the consumer or about the adequacy of the report are raised; forwarding those reports which raise concerns to the DMH Mortality review Committee; and attending monthly meetings at DMH to present and review cases.

C.3 SPECIFIC REQUIREMENTS

DMH receives an average of 140 mortality review reports per fiscal year. Each report must be reviewed by a physician. This physician should be able to review 2-4 cases per hour depending on the complexity of the case. In addition to the time needed to review each case, the physician must attend the DMH Mortality Review Committee meeting once per month. Each Committee meeting is scheduled for one (1) hour. The Contractor's services are estimated to be ten (10) hours per month.

C.3.1 The Contractor shall Evaluate Mortality Review Reports and make recommendations based on each case review.

C.3.2 The Contractor shall develop written recommendations based on each case review. The written recommendations shall be written on the form provided by DMH.

C.3.3 The Contractor shall evaluate each mortality review report and decide if any concerns about the level of care provided to the consumer or about the adequacy of the report are raised, and thus whether the case should be closed, forwarded to the full DMH Mortality

Review Committee for review, or request additional information from the reporting Provider.

C.3.4 The Contractor shall present cases at the monthly DMH Mortality Review Committee meetings.

C.3.5 The Contractor shall work closely with DMH in receiving and coordinating evaluation assignments and ensuring timely and through completion of case reviews. All DMH Mortality Review reports shall be completed and forwarded to DMH within 14 calendar days from the date of assignment by DMH, unless otherwise agreed to between DMH and the Contractor.

C.3.6 The Contractor shall provide proof of malpractice liability insurance in the amount of \$1,000,000 for any single occurrence and \$3,000,000 for aggregated occurrences.

C.4 CONTRACTOR REQUIREMENTS

C.4.1 The Contractor must be a licensed Physician, licensed to practice medicine in the District of Columbia. The Contractor must have demonstrated skills in the following areas:

- a) Completed training from an accredited residency training program;
- b) Hold an unrestricted license to practice in the District of Columbia in Medicine;
- c) Have a minimum of two (2) years experience in the assessment, diagnosis and treatment of adults and/or children in a general medical practice, pathology, and/or emergency room treatment.
- d) DMH prefers that the Contractor have experience in the evaluation of morbidity and mortality.

Loss of credentials or license is prima facie evidence of default of this contract and shall be grounds for immediate termination.

C.5 STANDARD OF PERFORMANCE

C.5.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.6 ADVERTISING AND PUBLICITY

C.6.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs

or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.7 CONFIDENTIALITY

C.7.1 Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients 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 *****

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SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment / Page 1. [http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%200307.pdf) (To open, “right click on mouse,” select “open hyperlink select “OK”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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- E-1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%20307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

PART I - THE SCHEDULE

SECTION F

DELIVERY and PERFORMANCE

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PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

F.1.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be from the One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 DELIVERABLES

F.2.1 The Contractor shall review Mortality Review Reports and make written recommendations as outlined in Section C the Statement of Work. The Contractor shall participate in monthly DMH Mortality Review Committee meeting and present cases.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F-3.1 The District may extend the term of this Contract for a period of Four (4), One (1) Year Option Periods, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option and satisfactory performance. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

F-4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F-4.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

***** END OF SECTION F *****

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE – 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

This is a Firm Fixed Price/Labor Hour Contract. The Contractor shall be remunerated at a firm fixed price rate as indicated in Section B. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during increment of the hours of work actually performed.

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, Contracts and Procurement/Agency Chief Contracting Officer, 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

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, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The District Government operates by the Fiscal Year which commences on October 1, and ends on September 30. Funds are not presently available for performance under this Contract beyond September 30, 2012. DMH'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 DMH for any payment may arise for performance under this Contract beyond September 30, 2012 until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

Atiya Frame-Shamblee, Esq.
Director of Accountability
District of Columbia Department of Mental Health
609 H Street, NE, 5th Floor
Washington, DC 20002-4347
(202) 673-2255, office
(202) 673-2191, fax

G.6 SUBMISSION OF INVOICE

G.6.1 The Contractor shall submit proper Invoices on a monthly basis or as otherwise specified in Section G.4 Invoices shall be prepared with an Original and Three Copies for submission to the DMH Chief Financial Officer (DMH/CFO) The address of the DMH/CFO is:

Department of Mental Health
Accounts Payable Office
64 New York Avenue, NE 6th Floor
Washington, DC 20002
or email to dmh.ap@dc.gov

G.6.2 To constitute a proper Invoice, the Contractor shall submit the following information on the invoice:

G.6.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.6.2.2 Contract number and invoice number;

G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.6.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.6.2.6 Name, title, phone number of person preparing the invoice;

G.6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.6.2.8 Authorized signature.

G.7 CERTIFICATION OF INVOICE

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

G.8 PAYMENT

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this Contract at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DMH 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 subcontractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

***** 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, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$100.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.
- H.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

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) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including 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 DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 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 DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, 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

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 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.2.
- (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.2.

- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a sub-contractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH 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 DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH'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 DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, 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.2, 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 shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH 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 DMH

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

H.3.5 Permissible Requests by DMH

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

H.3.6 Term and Termination

- (a) Term. The requirements of this 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 DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH 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 DMH;
 - (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, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. 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 DMH 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.2 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.2 from time to time as is necessary for CFSA 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.2.6 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.2 shall be resolved to permit DMH 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

H.5.1 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)

H.6.1 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

H.7.1 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.

PART II: CONTRACT CLAUSES

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated July 2010, (Attachment J.2) are incorporated by reference into this contract. <http://ocp.in.dc.gov/ocp/lib/ocp/policies> and form/Standard Contract Provisions 0307.pdf

I.3 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

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

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C3126%7C.asp>

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 Reserved.

I.6 SUSPENSION OF WORK

I.6.1 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/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.6.2 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.6.3 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.7 STOP WORK ORDER

- I.7.1 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.7.2 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.2).
- I.7.3 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.7.4 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.7.5 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.7.6 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.8 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

I.8.1 Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

I.9 This section is reserved for Future Use

I.10 ANTI-KICKBACK PROCEDURES

Definitions:

I.10.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

I.10.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.10.3 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.10.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.10.5 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.10.6 “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.10.7 “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.10.8 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.10.9 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.10.10 Providing or attempting to provide or offering to provide any kickback;

I.10.11 Soliciting, accepting, or attempting to accept any kickback; or

I.10.12 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.10.13 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-9 of this clause in its own operations and direct business relationships.

I.10.14 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.10.15 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.11 INSURANCE

I.11.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

I.11.2 **Bodily Injury:** The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.3 **Property Damage:** The Contractor shall carry property damage insurance of \$20,000 per occurrence.

I.11.4 **Workers Compensation:** The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.11.5 **Employers Liability:** The Contractor shall carry employer's liability coverage of at least \$100,000 per employee.

I.11.6 **Automobile Liability Insurance:** The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.11.7 **Professional Liability:** The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.

I.11.8 All insurance provided by the Contractor as required by this section except Workers' Compensation and Employers' Liability, comprehensive automobile liability insurance and the professional liability coverage, shall set forth the District as an additional loss payee. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by DMH. The policies of insurance shall provide for at least thirty (30) days written notice to DMH prior to this termination or material alteration.

I.11.9 Notwithstanding the foregoing, DMH agrees that Contractor may maintain general liability (bodily injury and property damage) insurance and professional liability insurance with protection provided through Contractor's self-insurance program.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

I.12.1 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. 4. 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.13 FIRST SOURCE EMPLOYMENT AGREEMENT

I.13.1 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.14 SUBCONTRACTORS

I.14.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the 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.15 ORDER OF PRECEDENCE

The Contract awarded as a result of this Solicitation shall contain the following clause:

Any 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.15.1 Consent Order dated December 12, 2003 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Consent Order Attachment J.1)
- I.15.2 Section A through M of this Contract Number RM-012-RFP-0106-BY4-DJW
- I.15.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010 (Attachment J.2)
- I.15.4 DMH Policies and Rules (J.8)
- I.15.5 Tax Certification Affidavit (J.3)
- I.15.6 EEO Policy Package (J.4)
- I.15.7 First Source Agreement (J.5)
- I.15.8 Wage Determination No. 2005-2103 (Revision No. 9, June 9, 2010) (J.6)

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

- J.1 STANDARD CONTRACT PROVISIONS (JULY 2010) (38 Pages)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf
- J.2 WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages)**
-
- J.3 SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (DIXON SETTLEMENT AGREEMENT) (Double click on link) (22 PAGES)**
http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.4 EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 (6 Pages)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5 FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6 RESERVED**
- J.7 TAX CERTIFICATION AFFIDAVIT (1 Page)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.8 LIVING WAGE ACT FACT SHEET (THE WAY TO WORK) (2 Pages)**
AMENDMENT ACT OF 2006
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.9 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES (New)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp> (Total 85 Pages)

*** END OF SECTION J ***

SECTION K

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

Bidder/Offeror Certification Form
Available at www.ocp.dc.gov click on "Solicitation Attachments"

***** END OF SECTION K *****

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all Proposals resulting from this solicitation. The Contracting Officer may reject all Proposals or waive any minor informality or irregularity in Proposals received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Offeror .

L.2 PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 The District may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.
- L.2.2 The District may also reject as non-responsive any proposal submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- L.2.3 The Offeror must propose on all Contract Line Item Number's (CLIN) to be considered for this award. Failure to do so may result in the Proposal being rejected.
- L.2.4 The Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a Proposal rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Offerors shall not be relieved from assuming all responsibility for properly estimating difficulties and the cost of performing services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.2 REQUEST FOR PROPOSAL SUBMISSIONS

- L.4.3 Proposals shall be submitted **no later than 2:00 p.m. local time on Tuesday, September 11, 2012** to the following address **AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-012-RFP-0106-BY4-DJW.**

**Department of Mental Health
Contracts and Procurement Services, 4th Floor
609 H Street, N.E. Room 446A
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer**

L.4.3 Withdrawal or Modification of Proposals

L.4.4 An Offeror may modify or withdraw its Proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Proposals, but not later than the closing date for receipt of Proposals.

L.4.4 Postmarks

L.4.5 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.4.6 Late Modifications

L.4.7 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.4.8 Late Proposals

L.4.9 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.5 ERRORS IN PROPOSALS

L.5.1 Offeror's are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Offeror's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.6 QUESTIONS ABOUT THE SOLICITATION

L.6.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to:

**Department of Mental Health
Contracts and Procurement Services, 4th Floor
609 H Street, N.E. Room 446A**

Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer

The prospective Offeror should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ten (10) days before the date set for submission of proposals. The District shall furnish responses via an amendment to the solicitation. Amendments shall be issued if the Agency Chief Contracting Officer decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District Officials before the award of the Contract shall not be binding.

L.7 PROTESTS

L.7.1 Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall 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 proposal 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, shall 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 Director/ACCO for the solicitation.

L.8 ACKNOWLEDGMENT OF AMENDMENTS

L.8.1 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 shall 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.9 PROPOSALS WITH OPTION YEARS

L.9.1 The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.10 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

L.10.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

L.10.2A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.10.3 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.11 RESERVED

L.12 CERTIFICATES OF INSURANCE

L.12.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, N.E., 4th Floor
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.13 GENERAL STANDARDS OF RESPONSIBILITY

L.13.1 The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.

L.13.2 To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;

- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Cod §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.13.3 If the prospective Contractor fails to supply the information requested, the ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the prospective Contractor to be non-responsible.

L.14 SIGNING OF OFFERS

L.14.1 The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall 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 Director/ACCO.

L.15 RETENTION OF PROPOSALS

L.15.1 All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offeror..

L.16 PROPOSAL COSTS

L.16.1 The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.17 RESERVED

L.18 KEY PERSONNEL

L.18.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

*****END OF SECTION L*****

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 Offeror whose offer is 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:

Numeric Rating	Adjective	Description
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.2.2 The technical rating is a weighting 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 that evaluation factor is 4/5 of 10 or 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

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.

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

- a). The Offeror shall demonstrate experience in the assessment, diagnosis, and treatment of adults and or children in a general medical practice, pathology, and or emergency room treatment.
(25 Points)
- b). The Offeror shall demonstrate/provide evidence that the applicant completed training from an accredited residency training program and that the applicant holds an unrestricted license to practice medicine in the District of Columbia.
(15 Points)
- c). The Offeror shall demonstrate/provide evidence of experience in the evaluation of morbidity and mortality.
(25 Points)
- d). The Offeror shall demonstrate experience and past performance developing written recommendations for morbidity and mortality reviews in a timely manner.
(25 Points)

M.3.2 PRICE CRITERION (10 Points Maximum)

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

Lowest price proposal
----- x weight = Evaluated price score

Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2
(12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

M.4.1 The District shall evaluate Offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the options years. Quantities to be awarded shall be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

M.5.2 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.3 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.4 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.5 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.6 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.7 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.8 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.9 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.10 Maximum Preference Awarded

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

M.5.11 Preferences for Certified Joint Ventures

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

M.5.12 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.13 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.14 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

M.5.15 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

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