

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Professional Consulting Services and Technical Assistance/Medicaid Information Technology Architecture State Self Assessment (MITA SS-A)</b>		Page of Pages <b>1 83</b>	
2. Contract Number	3. Solicitation Number <b>DCHC-2008-R-9090</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued <b>06/18/08</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: <b>Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001</b>			8. Address Offer to: <b>Office of Contracting and Procurement - Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001</b>		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and na copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time July 21, 2008

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name <b>Adele Smith</b>	B. Telephone			C. E-mail Address <a href="mailto:adele.smith@dc.gov">adele.smith@dc.gov</a>
	(Area Code) <b>202</b>	(Number) <b>724-4960</b>	(Ext)		

**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	47-53
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	* 3 - 14	X	J	List of Attachments	54-55
x	D	Packaging and Marking	15-16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	17-18	X	K	Representations, certifications and other statements of offerors	56-59
X	F	Deliveries or Performance	19-22				
X	G	Contract Administration Data	23-29	X	L	Instructions, conditions & notices to offerors	60-75
X	H	Special Contract Requirements	30-46	X	M	Evaluation factors for award	76-83

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
---------------------------------	---	---	---	--

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 Supplies or Services and Price/Cost**

The Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) Medical Assistance Administration (MAA) seeks professional consulting services and technical assistance to develop a Medicaid Information Technology Architecture State Self Assessment (MITA SS-A) in compliance with the Center for Medicare and Medicaid Services (CMS) MITA framework (Attachment J.8 ) and Advance Planning Document (Attachment J.9 ) requirements.

**B.2 Contract Type**

The District intends to award a fixed price contract.

**B.3 Price Schedule Firm Fixed Price**

**B.3.1 Base Period of Performance**

Contract Line Item No. (CLIN)	Item Description	Total Price
<b>0001</b>	<b>Provide professional consulting services and technical assistance to develop a Medicaid Information Technology Architecture State Self Assessment (MITA SS-A) as described in C.3 and C.4</b>	
0001AA	Planning Tasks as described in C.3.2	\$ _____
0001AB	Documenting the District’s “As Is” Tasks as described in C.3.3	\$ _____
0001AC	Documenting the District’s “To Be” Tasks as described in C.3.4	\$ _____
0001AD	Conducting Gap Analysis Tasks as described in C.3.5	\$ _____
0001AE	Development and Implementation of MITA Self-Assessment Documentation and Maturity Level Tool Tasks as described in C.3.6	\$ _____
0001AF	Final District MITA Self-Assessment Report Tasks as described in C.3.7	\$ _____
0001AG	Project Management requirements as described in C,4	\$ _____
<b>Grand Total</b>		\$ _____

## **SECTION C DESCRIPTIONS, SPECIFICATIONS, STATEMENT OF WORK**

### **C.1 Scope**

C.1.1 The Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) Medical Assistance Administration (MAA) seeks professional consulting services and technical assistance to develop a Medicaid Information Technology Architecture State Self Assessment (MITA SS-A) in compliance with the Center for Medicare and Medicaid Services (CMS) MITA framework(Attachment J.8) and APD (Attachment J.9)requirements.

#### C.1.2 Applicable Documents

All documents applicable to this solicitation and the resulting contract are listed in Section J.

#### C.1.3 Definitions

The following definitions are applicable to this procurement:

C.1.3.1 Enrollment Broker: The contractor that provides MAA with outreach, enrollment, and enrollee education services related to Medicaid managed care consumers and managed care organizations.

C.1.3.2 Health Information Exchange: An electronic infrastructure for sharing clinical, financial and administrative health care information across care settings such as physician offices, hospitals, pharmacies, and participating Medicaid managed care organizations.

C.1.3.3 Hub: an integrated system which includes the Patient Data Hub, the record locator capability, data repository, data and analytical capabilities, and Master Patient Index.

C.1.3.4 Information Technology (IT): Encompasses all forms of technology used to create, store, exchange and utilize information in its various forms including business data, conversations, still images, motion pictures and multimedia presentations.

C.1.3.5 Medicaid Information Technology Architecture (MITA) Framework: a blueprint that States use to examine their business priorities, plan future improvements, and acquire technical applications that meet both their needs and the objectives for the MITA initiative.

C.1.3.6 MITA Maturity Model (MMM): A model that shows improvement and transformation of business processes or systems over time. Used for establishing goals for achieving progress over time. The model has five (5) levels showing a progression over time starting and Level one (1) at the beginning and Level five (5) when the business process is fully mature.

C.1.3.7 MITA Self-Assessment (MITA SS-A): a process that a state uses to review its strategic goals and objectives, measure its current business processes and capabilities against MITA business capabilities, and ultimately develop target capabilities to transform its Medicaid enterprise to be consistent with MITA principles.

C.1.3.8 MITA Maturity Model (MMM): a tool used by industry and government organizations to illustrate how a business can mature over time. Specifically, the MMM is an adaptation of industry maturity models to the multistate Medicaid environment.

C.1.3.9 Medicaid Management Information System (MMIS): The District's integrated group of procedures and computer processing operations designed to adjudicate Medicaid claims and process encounter data for the Medicaid program.

C.1.3.10 The Master Patient Index (MPI): The MPI maintains a central index to uniquely identify patients across many systems.

C.1.3.11 Patient Data Hub (PDH): Services (as described in the MITA Framework 2.0 as a MITA Hub) that allows numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric system.

C.1.3.12 Systematized Nomenclature of Medicine (SNOMED): A standardized vocabulary system for medical databases. Current modules contain more than 144,000 terms and are available in at least twelve languages.

C.1.3.13 Stakeholders: MAA project managers, MAA senior management team, Department of Health senior management (as required), representatives from the Office of the Chief Technology Office, and other interested parties as identified by the COTR.

## C.2 Background

### C.2.1 MITA State Self Assessment

MAA submitted an advance planning document (APD) for a MITA SS-A to CMS in March 2008. (Attachment J.9) The MITA framework (Attachment J.8) is a consolidation of principles (e.g., MAA's goals and objectives with respect to MITA and this procurement are described in the MITA APD. interoperability, data sharing, and reusability), models (e.g., the MITA Maturity Model (MMM), business process model (BPM) (Attachment J.11), and various technology models), and national guidelines. MAA intends to use the MITA framework to develop its enterprise architectures.

### C.2.3 The Project in the Context of Changes

C.2.3.1 The City Council and the Mayor's Office have, through legislation, established the authority and mandate for a single Health Care Finance Agency. The MITA SS-A will be a part of the broad and comprehensive analysis required for the transition to an efficient and effective separate agency with significant impact on the current Medicaid agency and various other District agencies. The planning and process will be intense and comprehensive. It will proceed simultaneously with managing ongoing current operations, the design phase of a new MMIS system, the procuring of a contractor for a Patient Hub for e-health information exchange with Medicaid, and the implementation of a new Pharmacy Point of Sale system. The District is seeking a contractor who can coordinate with the current and new MMIS and other data-related initiatives, including but not limited to, the Medicaid Transformation Grant (MTG) Patient Hub. A diagram of this process is provided in Attachment J.10.

C.2.3.2 In addition, through its Medicaid Transformation Grant (MTG), the District has already begun internal government agency discussions and efforts to build a health information technology infrastructure using Service Oriented Architecture (SOA), Enterprise Service Bus (ESB) technologies, and where available and appropriate, commercial off the shelf (COTS), government off the shelf (GOTS) and open source technology. Much of the MTG foundation has been established. Some structural enhancements are already underway, while others are still in the design phase.

## C.3 Requirements

### C.3.1 Tasks and Phases of the Project Requirements

Contractor shall complete the following phases of the project:

C.3.1.1 Planning Tasks as described in Section C.3.2;

- C.3.1.2 Documenting the District's "As Is" Tasks as described in Section C.3.3;
- C.3.1.3 Documenting the District's "To Be" Tasks as described in Section C.3.4;
- C.3.1.4 Conducting Gap Analysis Tasks as described in Section C.3.5;
- C.3.1.5 Development and implementation of MITA SS-A Documentation and Maturity Level Tool Tasks as described in Section C.3.6; and
- C.3.1.6 Final District MITA Self-Assessment Report Tasks as described in Section C.3.7.

### C.3.2 Planning Tasks

Contractor shall provide or perform at a minimum the following planning tasks:

#### C.3.2.1 Project Work Plan

C.3.2.1.1 Contractor shall prepare a Project Work Plan to address at a minimum the following:

C.3.2.1.1.1 Contractor's approach to internal project management structure, including a functional organizational chart;

C.3.2.1.1.2 Contractor's communications plan detailing Contractor's plan for keeping all project stakeholders informed about the progress of the project;

C.3.2.1.1.3 Contractor's approach to interacting with the District staff, other contractors and designated stakeholders;

C.3.2.1.1.4 Contractor's system for internal quality control monitoring to accurately produce the required deliverables effectively and timely;

C.3.2.1.1.5 Contractor's detailed project schedule with milestones that address activities required to accomplish the required tasks, identify, obtain, document, and validate the technical, legal, information, and business architecture for the Medicaid and other governmental agency systems;

C.3.2.1.1.6 Contractor's risk management plan to identify and assess project risks and risk mitigation strategies;

C.3.2.1.1.7 Contractor's project kick-off with MAA and the other stakeholders designated by the COTR or designee; and

C.3.2.1.1.8 Contractor's approach to maintaining compliance with the Health Insurance Portability and Accountability Act (HIPAA), the privacy and security rules in 45 C.F.R. Parts 160, 162 and 164, the Medicaid privacy and security rules (Attachment J.3), and other federal and District privacy and security requirements.

### C.3.2.2 Project Staffing Plan

C.3.2.2.1 Contractor shall provide staff experienced with Medicaid, conducting MITA state self assessments, applying MITA framework to successfully complete the required services. Contractor shall create and maintain a project staffing plan, including designation of a Project Manager, who will be designated as Key Personnel, identification and selection of the appropriate staffing mix of skill sets and experience, effective assignment of staff, on-site or off-site, for the duration of project, and an overview of the various staffing positions and the responsibilities.

C.3.2.2.2 Contractor shall maintain a Project Manager (PM) who shall at a minimum fulfill the following responsibilities:

C.3.2.2.2.1 Supervise the day-to-day performance and obligations, and responsibilities under the Contract and receive direction from MAA;

C.3.2.2.2.2 Serve as the liaison between the District and Contractor, provide consultation and technical assistance with issues arising out of the project.

C.3.2.2.2.3 Attend all project meetings and other meetings with designated District government staff in person or providing a designated alternate capable of standing in for the PM at the meeting; and

C.3.2.2.2.4 Implement the project plan, managing risks, communicating results and issues, and preparing reports.

C.3.2.2.3 Contractor's PM shall have the following minimum qualifications unless waived by MAA:

C.3.2.2.3.1 A minimum of a Master's degree in a health related field, five (5) years experience in project management in a project of scope and complexity similar to a MITA-SS-A, and one year working on a MITA SS-A;

C.3.2.2.3.2 Overall understanding of MITA and MITA-SS-A;  
and

C.3.2.2.3.3 Experience in marketing, customer service, quality improvement, facilitation, modeling, conducting initial analyses, and MMIS APD requirements.

C.3.2.2.4 Contractor shall maintain other staff as necessary to carry out the requirements of the project.

### C.3.2.3 Project Meetings

Contractor shall attend and facilitate regular Project Meetings to review and update the Project Plan (C.3.1.1), project progress, review project schedule and timelines, problems

### C.3.2.4 Project Status Reports

Contractor shall prepare monthly Project Status Reports.

### C.3.2.5 Stakeholder Interviews

Contractor shall schedule and conduct interviews with stakeholders as needed to complete the project requirements and identify District goals and objectives.

## C.3.3 Documenting the District's "As Is" Tasks

Contractor shall identify, facilitate, document and validate the current state ("As Is") of the District's business processes and technical capabilities consistent with the MITA framework (Attachment J.8). Contractor shall at a minimum perform or address the following specific tasks:

C.3.3.1 Contractor shall list and prioritize the District's goals and objectives related to the purchasing, delivery, and financial and quality oversight of publicly funded health care services, and shall address:

C.3.3.1.1 The feasibility of the system changes;

C.3.3.1.2 The impact of the system changes on programs, and budgetary and human resource constraints; and

C.3.3.1.3 How the system changes would be incorporated into Medicaid business processes and the MMIS.

C.3.3.2 Contractor shall define the District's current business model ("As Is") and map to it the MITA business process model (Attachment J.10).

C.3.3.2.1 Contractor shall identify the District's current "As Is" business processes, legal framework, and information technology tools used to support those business processes.

C.3.3.2.2 Contractor shall address the District's current capabilities related to the following business functions and underlying business processes consistent with the MITA framework and approach,:

C.3.3.2.2.1 Member management;

C.3.3.2.2.2 Provider management;

C.3.3.2.2.3 Operations management;

C.3.3.2.2.4 Care management;

C.3.3.2.2.5 Program integrity management;

C.3.3.2.2.6 Contract management;

C.3.3.2.2.7 Program management; and

C.3.3.2.2.8 Business relationship management.

C.3.3.2.3 Contractor shall document the "As-Is" business processes, underlying legal framework, and information technology infrastructure in a template or tool. This tool shall be an automated, electronic, web-based tool developed by the Contractor for the District but it shall be owned and retained by the District. For each component of the tool, the "As Is" description should appear in a column. The next column shall be the "To Be" description, that is, the level of development of the particular business process that the District seeks to achieve over time. Contractor shall include an additional column that assigns a number based upon the MITA maturity levels. Contractor shall assign the "To Be" level of business capability a number in the next column. The Contractor shall develop a roadmap for change that moves each business process from the "As Is" level of business capability to the "To Be" level.

C.3.3.2.4 Contractor shall determine, develop, document, finalize and validate detailed business processes, systems architecture, and technology capabilities of the "As Is" assessment through sessions with key stakeholders designated by the District.

C.3.3.2.5 Contractor shall consolidate the findings of the "As Is" tasks that includes the District's goals and objectives, "As Is" business

processes and system and technical capability, and mapping to the MITA framework in the deliverable documents described in C.3.7.

C.3.3.2.6 Contractor shall develop and present to MAA a power point presentation of the findings.

C.3.3.2.7 Contractor shall produce a detailed draft report of the findings of the “As Is” task that includes the District’s goals and objectives, “As Is” business processes, system and technical capabilities, mapping to the MITA framework in the deliverable documents described in C.3.7. The draft report shall include all technical, operational, and policy documentation shall be provided to the District at the request of the District.

C.3.3.3 Contractor shall document in detail the District’s business processes while defining the District’s current business model (“As Is”).

C.3.3.3.1 Contractor shall produce a detailed document that, for each business process, describes how the District executes the business processes.

#### C.3.4 Documenting the District’s “To Be” Tasks

Contractor shall identify, document, facilitate, and validate the District’s “To Be” or vision of business processes, legal framework, and technical capabilities for the District consistent with and mapped to the MITA framework. Contractor shall at a minimum perform or address the following specific tasks:

C.3.4.1 The feasibility, impact of changes on programs, prioritization and incorporation into the District’s Medicaid business processes and the MMIS.

C.3.4.2 Validate the “To Be” business process descriptions and information technology infrastructure with internal and external stakeholder groups consistent with the approach above for the “As Is” in C.3.1.2.

C.3.4.3 In documenting the District’s “To Be” vision, Contractor shall create an automated, electronic, web-based template/tool that is consistent with the “As Is” template/tool created under C.3.3.2.3. Consistent with the MITA framework and approach, Contractor shall address the same business functions and processes identified in C.3.3.2.3.

C.3.4.4 Contractor shall consolidate the findings of the “To Be” tasks that include the District’s goals and objectives, the “To Be” business processes and technical capabilities, and mapping to the MITA framework in the deliverable documents described in C.3.7.

### C.3.5 Conducting Gap Analysis Tasks

Contractor shall perform a gap analysis to identify business processes with particular attention to currently identified business processes that are not adequately supported by MMIS and that will be greatly enhanced with an effective MITA strategy. Contractor's gap analysis shall at a minimum include or address the following areas:

C.3.5.1 Predictive Modeling using claims and health record data to find enrollees that are high users of services or are at risk of being high users in the near future;

C.3.5.2 Centralized data repository with Master Patient Index (MPI) and related data integration services;

C.3.5.3 Pay-for-Performance and preferred provider mechanisms to pay providers differently if they meet various thresholds (e.g., the use of evidence based care, certain credentials, and quality of care standards);

C.3.5.4 Utilization Control/Monitoring through web-based applications or direct link-ups which would allow the provider/contractor to do their own review/authorization of a medical decision/order by submitting information that will be analyzed with various best-practice algorithms;

C.3.5.5 Identify information technology (hardware and software) that can be used to upgrade or replace components of the existing information infrastructure;

C.3.5.6 Case Tracking and Care Management, including improved electronic tracking, reporting and analysis of case management service delivery and health outcomes related to the District's continuing care programs; and

C.3.5.7 Encounter Data Improvement, including enhanced business process metrics that result in continuous business process improvements.

C.3.5.8 Contractor shall include its gap analysis in the deliverable documents described in C.3.7.

### C.3.6 Development and Implementation of MITA SS-A Documentation and Maturity Level Tool Tasks

C.3.6.1 Contractor shall assign one of the five (5) MITA maturity levels consistent with the descriptions below to each "As Is" and "To Be" business

process, using the MITA framework and provide associated analyses and findings for each business process.

C.3.6.1.1 Level 1 requires District agencies to comply with the thresholds required by District and federal regulations (e.g., accurate enrollment of program eligible and timely and accurate payment of claims for appropriate services)

C.3.6.1.2 Level 2 requires District agencies to improve performance in cost management, quality and access to care within structures designed to manage costs (e.g., managed care, disease management).

C.3.6.1.3 Level 3 requires District agencies to adopt and implement national standards, collaborating with other agencies in developing reusable business processes and intrastate data exchanges and promoting one-stop-shop solutions for providers and consumers..

C.3.6.1.4 Level 4 requires District agencies to secure access to clinical data to support the development of strategies to improve healthcare outcomes, empower public and private enrollees and provider stakeholders within the state, measure objectives quantitatively, and ensure overall program improvement.

C.3.6.1.5 Level 5 requires District agencies to optimize program management, planning and evaluation, to take advantage of national and international interoperability, and to make improvements that maximize automation of routine operations.

C.3.6.2 Contractor shall develop and provide as a deliverable an electronic, automated, Web-based Template/tool that provides the mapping described in C.3.6.1.

C.3.6.2.1 Build a baseline for trend comparisons and identify areas with potential training needs.

### C.3.7 Final District MITA SS-A Report Tasks

Contractor shall develop and provide at a minimum the following reports:

C.3.7.1 Contractor shall provide a draft MITA SS-A report for review and comment by MAA that shall include the following components:

C.3.7.1.1 An executive summary;

C.3.7.1.2 Documentation of the process used by Contractor to complete the MITA assessment,

C.3.7.1.3 Documentation of the findings from performing the “As Is” and “To Be” tasks in C.3.3. and C.3.4, respectively, and conducting the gap analysis in C.3.5.

C.3.7.1.4 Recommendations and an Operations Manual with suggested timeframes for completion. The Operations Manual shall be web-based, automated, electronic manual that includes the following:

C.3.7.1.4.1 Businesses processes in sufficient detail to document each policy and procedure for each business process so the District staff can use the document for day-to-day operations;

C.3.7.1.4.2 District policies and procedures in sufficient detail and aligned with the legal and regulatory requirements so internal and external stakeholders comply with program requirements based on those policies; and

C.3.7.1.4.3 Actual tools as described in C.3.3.2.3 and in a format that to be pre-approved by MAA. It shall be updated in a cyclical format as the project is completed.

C.3.7.2 Contractor shall prepare and present a power point presentation summarizing the findings within the draft MITA SS-A Report.

C.3.7.3 Contractor shall create and provide to MAA an automated, electronic, web-based tool that identifies the MITA business areas and the corresponding District business areas, the MITA business processes and corresponding “As Is” District business processes, as well as the “To Be” District business processes, the “As Is” MITA maturity levels and the “To Be” MITA maturity levels.

C.3.7.4 Contractor shall create template/tools consistent with the CMS MITA templates.

C.3.7.5 After incorporating the comments of MAA on the draft report, Contractor shall prepare a final report.

C.3.7.6 Contractor shall facilitate project close-out activities including exit interviews, feedback, lessons learned and next steps.

## C.4 Program Management

C.4.1 Contractor shall provide the following specific program management activities throughout the duration of the project to ensure that project resources are used efficiently and that the project outcome delivers the desired product:

C.4.1.1 Updating and maintaining the project work plan identified in Section C.3.2.1;

C.4.1.2 Conducting project meetings;

C.4.1.3 Monitoring progress toward the final report and key milestones;

C.4.1.4 Managing open technical, operational and policy issues identified in the review and assessment of the District's "As Is" and "To Be" business process review;

C.4.1.5 Coordinating project team activities and briefing stakeholders as directed by MAA through the COTR;

C.4.1.6 Managing the development and submission of deliverables; and

C.4.1.7 Submitting written monthly status reports on the progress of tasks against the approved work plan.

4.1.8 Contractor shall submit a report detailing a strategy for integrating the changes resulting from the re-procured MMIS.

4.1.9 Contractor shall create a strategy and plan detailing a knowledge transfer from Contractor staff to District staff, other designated contract staff and designated stakeholders and users.

**SECTION D  
PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

## **SECTION D PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** Inspection and Acceptance – Governance
- E.2** Inspection and Acceptance – Destination
- E.3** Right to Enter Premises
- E.4** Monitoring of Performance

## **SECTION E INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the Contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**E.2** Inspection and Acceptance – Destination: Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer's Technical Representative (COTR) or his or her duly authorized representative.

### **E.3** Right to Enter Premises

E.3.1. The District of Columbia Department of Health, the Medical Assistance Administration, Office of Contracting and Procurement, or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. Government Accountability Office, or their authorized representatives shall, at all reasonable times, have the right to enter Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. Contractor and all subcontractors shall provide reasonable access to all facilities. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

### **E.4** Monitoring of Performance

E.4.1 The District will utilize a variety of methods to determine compliance with Contract requirements and measure the quality of performance.

E.4.2 The District may employ corrective action, fines, remedies, and sanctions to address issues of non-compliance and performance with Contractor.

**SECTION F**  
**PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1** Term of Contract

**F.2** Deliverables

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 Term of the Contract

The term of the Contract shall be from Date of Award through seven (7) months thereafter.

### F.2 Deliverables

Contractor shall perform the required services and tasks and develop and submit three (3) hard copies and one (1) electronic copy of the following deliverables to the COTR identified in G.5 in accordance with the due dates identified below:

#### F.2.1

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	Project Work Plan (C.3.2.1) <ul style="list-style-type: none"> <li>- Organizational Chart</li> <li>- Communications Plan</li> <li>- Internal Quality Control and Monitoring</li> <li>- Project Schedule</li> <li>- Risk Management Plan</li> <li>- HIPAA Compliance</li> </ul>	Within 2 weeks from Date of Award
2	Project Staffing Plan (C.3.2.2)	Within 2 weeks from Date of Award
3	District “As Is” Documentation (C.3.3) <ul style="list-style-type: none"> <li>- District’s goals and objectives</li> <li>- District current business processes, legal framework, and supporting information technology tools</li> <li>- District current capabilities – business functions and underlying business processes</li> <li>- Automated, web-based “As Is” tool and mapping to MITA framework</li> <li>- “As Is” Power Point presentation</li> <li>- “As Is” detailed draft Report</li> </ul>	Within 3 months from Date of Award
4	District “To Be” Documentation (C.3.4) <ul style="list-style-type: none"> <li>- Automated, web-based “To Be” tool and mapping to MITA framework</li> <li>- “To Be” Power Point presentation</li> <li>- “To Be” detailed draft Report</li> </ul>	Within 4 months from Date of Award

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
5	Gap Analysis (C.3.5)	Within 5 months from Date of Award
6	MITA Maturity Level Analysis and Reports (C.3.6) <ul style="list-style-type: none"> <li>- MITA Maturity Level 1</li> <li>- MITA Maturity Level 2</li> <li>- MITA Maturity Level 3</li> <li>- MITA Maturity Level 4</li> <li>- MITA Maturity Level 5</li> </ul>	Within 5 ½ months from Date of Award
7	MITA Maturity Level Automated, Web-based Mapping Tool (C.3.6.2)	Within 6 months from Date of Award
8	MITA SS-A Report (draft) (C.3.7.1) <ul style="list-style-type: none"> <li>- Executive Summary</li> <li>- Process documentation</li> <li>- “As Is” documentation</li> <li>- “To Be” documentation</li> <li>- Gap Analysis documentation</li> <li>- Automated Operations Manual <ul style="list-style-type: none"> <li>o Business Processes Policies and Procedures</li> <li>o Legal and Regulatory Compliance</li> <li>o Automated tools</li> </ul> </li> <li>- MITA SS-A Draft Report Power Point presentation</li> </ul>	Within 6 months from Date of Award
9	MITA SS-A Automated Web Based Tool (C.3.7.3) <ul style="list-style-type: none"> <li>- “As Is” Business Processes and Maturity Levels</li> <li>- “To Be” Business Processes and Maturity Levels</li> </ul>	Within 6 ½ months from Date of Award
10	MITA SS-A Report (final) (C.3.7.1)	Within 7 months from Date of Award
11	Close Out Report (C.3.7.6)	Within 7 months from Date of Award

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
12	MMIS Strategy Report (C.4.1.7)	Within 7 months from Date of Award
13	Knowledge Transfer Plan (C.4.1.8)	Within 7 months from Date of Award
14	Status Reports	Monthly

F.2.2 Contractor shall prominently label all reports with Contractor's name and business address, along with the Contract Number, on the cover of the report.

F.2.3 If any documents contain confidential information, the outer and inner contents of the package shall be prominently labeled "Confidential."

F.2.4 Notice of Disapproval of Deliverables – Resubmission of Deliverables

The COTR (or designee) shall provide written notice of disapproval of a Deliverable or report to the Contractor within thirty (30) days of submission if it is disapproved. The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements. Contractor shall make the corrections and resubmit the Deliverable within fourteen (14) Business Days unless otherwise specifically noted in the notice of disapproval.

F.2.5 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

- G.1** Invoice Payment
- G.2** Invoice Submittal
- G.3** First Source Agreement Request for Final Payment
- G.4** Method of Payment
- G.5** Assignment of Contract Payments
- G.6** Quick Payment Clause
- G.7** Contracting Officer
- G.8** Authority of Contracting Officer
- G.9** Contracting Officer Technical Representative
- G.10** Fines

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 Invoice Payment**

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

G.1.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving authorization by the COTR.

### **G.2 Invoice Submittal**

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in G.7 below.

The address of the CFO is:

Department of Health  
Office of the Chief Financial Officer (CFO)  
825 North Capitol Street, NE, Suite 5100  
Washington D.C. 20002  
202-442-9069

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b. Contract number, block number two (2) and Purchase Order number, Assignment of an invoice number by the Contractor is also recommended;
- c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d. Other supporting documentation or information, as required by the contracting officer;

- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
- h. Authorized signature

### **G.3 First Source Agreement Request for Final Payment**

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

### **G.4 Method of Payment**

The District will pay the Contractor monthly, 1/7 of the price stated in Section B.3 for CLIN 0001 upon presentation of a properly executed invoice and authorization by COTR.

### **G.5 Assignment of Contract Payments**

G.5.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

Pursuant to the instrument of assignment dated \_\_\_\_\_,

make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 Quick Payment Clause**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor 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.6.2.2 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.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 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.6.2.4 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.7 Contracting Officer (CO)**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Room 700 South  
Washington, D.C. 20001  
202-724-4197 (P)  
202 727-0245 (F)  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

## **G.8 Authorized Changes by the Contracting Officer**

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

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

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

## **G.9 Contracting Officer's Technical Representative (COTR)**

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

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

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

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

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

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

G.9.2 The address and telephone number of the Contracting Officer Technical Representative is:

Juan Alex Peralta  
Department of Health  
Medical Assistance Administration  
2100 Martin Luther King Blvd., SE,  
Washington, DC 20020

G.9.3 It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

G.9.3.4 Change the period of performance; or

G.9.3.5 Authorize the furnishing of District property, except as specified under the contract.

G.9.4 The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10**

### **Fines**

G.10.1 Contractor shall be responsible for any fines levied against the District by the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) or administrative body as a result of Contractor's performance under the Contract.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

- H.1** Hiring of District Residents as Apprentices and Trainees
- H.2** Department of Labor Wage Determinations
- H.3** Publicity
- H.4** Freedom of Information
- H.5** 51% District Residents New Hires Requirements and First Source Employment Agreement
- H.6** Protection of Property
- H.7** Americans with Disabilities Act of 1990 (ADA)
- H.8** Section 504 of the Rehabilitation Act of 1973
- H.9** Reserved
- H.10** District Responsibilities
- H.11** Recipients Held Harmless
- H.12** General Subcontract Requirements
- H.13** Conflicts of Interest
- H.14** Record Retention
- H.15** Confidentiality of Information
- H.16** Debarment and Suspension
- H.17** Key Personnel
- H.18** Way to Work Amendment Act of 2006
- H.19** Clean Air Act and the Federal Water Pollution Control Act
- H.20** Byrd Anti-Lobbying Amendment
- H.21** Intellectual Property

**H.22** Energy Efficiency

**H.23** HIPAA Compliance – Business Associate Agreement

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 5, dated May 8, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.4 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 designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will 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 the agency with programmatic responsibility will determine the releasability of the records. The District will 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 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:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. 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.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;

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

H.5.4 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.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. 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.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

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

**H.9 Reserved****H.10 District Responsibilities**

H.10.1 MAA will identify stakeholders for Contractor to incorporate in its project work plan.

H.10.2 MAA will retain final authority to determine timeline and project management requirements.

H.10.3 MAA will designate certain Medicaid staff and/or contractors to be the primary contacts for Contractor and the District government designees to participate in the sessions, and provide space.

H.10.4 MAA will review and approve the Contractor's approach to each set of tasks, and monitor progress through regularly scheduled status meetings.

H.10.5 MAA will clarify, at Contractor's request, Medicaid program and other District program policy, regulations, and procedures to support the sessions.

H.10.6 MAA will provide district staff/other contractors to participate in sessions.

H.10.7 MAA will review and approve (or request modification of) task deliverables and documentation.

**H.11 Recipients Held Harmless**

Contractor shall hold harmless the District government and the Department of Health against any loss, damage, expense and liability of any kind that arises from any action of the organization or its subcontractors in the performance of the Contract.

**H.12 General Subcontract Requirements****H.12.1 Subcontracting**

H.12.1.1 Contractor shall ensure that all activities carried out by any subcontractor conform to the provisions of the Contract and be clearly specified in the subcontract.

H.12.1.2 Contractor shall include in all of its contracts and subcontracts a requirement that Contractor or subcontractor look solely to Contractor for payment for services rendered.

H.12.1.3 It is the responsibility of Contractor to ensure its subcontractors are capable of meeting the reporting requirements under the Contract and, if they cannot, Contractor is not relieved of the reporting requirements.

#### H.12.2 Termination of Subcontract

H.12.2.1 Contractor shall notify the Contracting Officer, in writing, of the termination of any subcontract for the provision or administration of medical services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, Contractor shall notify the COTR and Contracting Officer immediately upon taking such action.

H.12.2.2 If the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under this contract, the District may terminate the Contract.

#### H.12.3 Review and Approval of Subcontracts

H.12.3.1 Contractor shall submit copies of subcontracted agreements to the Contracting Officer and the COTR prior to execution of the Contract by Contractor.

H.12.3.2 A proposed subcontract may be awarded by Contractor if MAA fails to notify Contractor within the fifteen (15) Business Day time limit.

H.12.3.3 The District may require Contractor to furnish additional information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations under the subcontract, and the procedures to be followed by Contractor to monitor the execution of the subcontract.

H.12.3.4 The District may terminate its relationship with Contractor if the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under the Contract.

H.12.3.5 MAA will conduct site visits to Contractor's offices periodically, or as needed, and will review subcontractor data on file at Contractor's offices. MAA will provide Contractor with a copy of the site visit results. Contractor shall submit a Corrective Action Plan for all deficiencies identified within fifteen (15) days of written notification of deficiencies. The District may terminate the Contract for failure to correct identified deficiencies and adhere to the Corrective Action Plan

### **H.13 Conflict of Interest**

H.13.1 In accordance with 45 C.F.R. § 74, no employee, officer, or agent of Contractor shall participate in the selection, award, or administration of the Contract if a real or apparent conflict of interest would be involved.

H.13.1.1 A conflict of interest arises when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

H.13.1.2 The officers, employees, and agents of Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the recipients.

H.13.1.3 Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that, in the performance of the Contract, no person having any such known interests shall be employed.

H.13.2 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract. (D.C. Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the D.C. Personnel Regulations)

### **H.14 Records Retention**

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of three (3) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the

date of the submission of the quarterly or annual financial report. The only exceptions are the following:

H.14.1 If any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

H.14.2 Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

H.14.3 When records are transferred to or maintained by the HHS awarding agency, the three (3)-year retention requirement is not applicable to the recipient.

H.14.4 Indirect cost rate proposals, cost allocations plans, etc., as specified in 42 C.F.R. § 74.53(g).

## **H.15 Confidentiality of Information**

H.15.1 Contractor shall use and disclose such individually identifiable health information only in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164, subparts A and E, HIPAA, 42 C.F.R. Part 2, and the Mental Health Information Act to the extent that these requirements are applicable.

### **H.15.2 Freedom of Information Act**

H.15.2.1 The District of Columbia Freedom of Information Act, 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 Contractor receives a request for such information, Contractor shall immediately send the request to the COTR designated in Section G.6 who will provide the request to the Freedom of Information Act Officer for the agency with programmatic responsibility in accordance with the Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by Contractor pursuant to the contract, the COTR will forward a copy to Contractor. In either event, Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The Freedom of Information Act Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse 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.15.2.2 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning

Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing. If the District receives a request pursuant to the Freedom of Information Act, the District will determine what information is required by law to be released and retain authority over the release of that information.

#### **H.16** Debarment and Suspension (E.O.s 12549 and 12689)

In accordance with 45 C.F.R. Part 74 (Appendix A), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold of \$100,000 shall provide the required certification regarding their exclusion status and that of their principals prior to the Date of Award of the Contract.

#### **H.17** Key Personnel

H.17.1 The Project Manager (PM) specified in C.3.2.2 is considered to be essential to the work being performed hereunder. Prior to diverting the PM for any reason, Contractor shall notify the Contracting Officer at least thirty calendar days in advance and submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract.

H.17.2 Contractor shall obtain written approval from the Contracting Officer for any proposed substitution the PM.

#### **H.18** Way to Work Amendment Act of 2006

H.18.1 Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.18.2 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.18.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$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.18.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.18.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.12.2 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.12.1 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.18.6 Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.

H.18.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*

H.18.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.18.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.18.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.18.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.18.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.18.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.18.8.6 An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.18.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.18.8.8 Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.18.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.18.8.10 Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.

H.18.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.19** Clean Air Act and the Federal Water Pollution Control Act, as amended

H.19.1 In accordance with 45 C.F.R. § 74 Appendix A, contracts and sub-grants of amount in excess of one-hundred thousand dollars (\$100,000) shall contain a provision that requires Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. §§ 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended 33 U.S.C. §§ 1251 *et seq.*

H.19.2 Violations shall be reported to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15).

## **H.20** Byrd Anti-Lobbying Amendment

H.20.1 In accordance with 45 C.F.R. Appendix A, Contractors who apply or bid for an award of more than one-hundred thousand dollars (\$100,000) shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. § 1352.

H.20.2 Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to Contractor.

## **H.21 Intellectual Property**

In accordance with 45 C.F.R. § 74, Contractor shall comply with notice of grantor agency requirements and regulations pertaining to reporting and patient rights under any contract involving research development, experimental or demo work with respect to any discovery of invention which arises or is developed in the course of the Contract, and if grantor agency requirements and regulations pertaining to copyrights and rights in data.

## **H.22 Energy Efficiency**

Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. §§ 6-201 *et seq.*).

## **H.23 HIPAA Compliance – Business Associate Agreement**

### **H.23.1 Definitions**

The following definitions shall apply to this Section H.20:

H.23.1.1 Business Associate. "Business Associate" shall mean Contractor.

H.23.1.2 Covered Entity. "Covered Entity" shall mean District, Department of Health, and Medical Assistance Administration.

H.23.1.3 Designated Record Set means:

H.23.1.3.1 A group of records maintained by or for a Covered Entity that is:

H.23.1.3.1.1 The medical records and billing records about individuals maintained by or for a covered health care provider;

H.23.1.3.1.2 The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or,

H.23.1.3.1.3 Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

H.23.1.3.2 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 Covered Entity.

H.23.1.4 Individual shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

H.23.1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

H.23.1.6 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

H.23.1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.

H.23.1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

## H.23.2 Obligations and Activities of Business Associate

H.23.2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

H.23.2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

H.23.2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

H.23.2.4 Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

H.23.2.5 Business Associate agrees to ensure that any Agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

H.23.2.6 Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as provided by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

H.23.2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner specified by the Covered Entity.

H.23.2.9 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner specified by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

H.23.2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

H.23.2.11 Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner specified by the Covered Entity, information collected in accordance with this Section H.20, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### H.23.3 Permitted Uses and Disclosures by Business Associate

H.23.3.1 Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

H.23.3.2 Except as otherwise limited in this Clause, Business Associate may

use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

H.23.3.3 Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provide that disclosures are Required By Law, or 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.

H.23.3.4 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

H.23.3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §42 C.F.R. § 164.502(j)(1).

**SECTION I  
STANDARD CONTRACT CLAUSES**

**I.1** Applicability of Standard Contract Provisions

**I.2** Contracts that Cross Fiscal Years

**I.3** Confidentiality of Information

**I.4** Time

**I.5** Rights in Data

**I.6** Other Contractors

**I.7** Subcontracts

**I.8** Insurance

**I.9** Equal Employment Opportunity

**I.10** Order of Precedence

## **SECTION I STANDARD CONTRACT CLAUSES**

### **I.1 Applicability of Standard Contract Provisions**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the Contract resulting from this solicitation. (Attachment J.9)

### **I.2 Contracts That Cross Fiscal Years**

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

### **I.3 Confidentiality of Information**

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 Rights In Data**

I.5.1 “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.5.2 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.5.3 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.5.4 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.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by 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 of copyright in such works, whether published or unpublished. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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.

I.5.6 The District will 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 will 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.5.6.1 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.5.6.2 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.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and 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.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and,

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, 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.5.6 above, under any copyright owned by 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, 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 Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, 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 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 a 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.5.11 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:

I.5.11.1 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.5.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 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.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

## **I.6 Other Contractors**

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

## **I.7 Subcontracts**

Contractor hereunder shall not subcontract any of 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 will have the right to review and approve prior to its execution by Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 Insurance**

I.8.1 Contractor shall procure and maintain, during the entire period of performance under the Contract, the types of insurance specified below. Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. Contractor shall require

all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

I.8.1.1 All insurance provided by Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional insured. All insurance shall be written with responsible companies licensed by the District with a duplicate copy to be sent to the District. In no event shall work be performed until the required certificates of insurance have 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.

I.8.1.2 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. The successful Offeror at its expense shall obtain the minimum insurance coverage set forth below within five (5) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

#### I.8.2 Public Liability and Property Damage Insurance

Insurance against liability for personal and bodily injury and property damage and machinery insurance in the amount of at least one hundred thousand dollars (\$100,000) for each individual and five hundred thousand dollars (\$500,000) in the aggregate (liability) and two hundred fifty thousand dollars (\$250,000) (property).

#### I.8.3 Worker's Compensation

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 agreement, and Contractor agrees to comply at all times with the provisions of the workers compensation laws of the District.

#### I.8.4 Employer's Liability

Contractor shall carry employment practices liability of at least one hundred thousand dollars (\$100,000).

#### I.8.5 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)

Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned and hired vehicles against liability for bodily injury and property damage and in the amount not less than that required by the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended, and in 27 D.C.M.R. § 2712.6.

**I.9** Equal Employment Opportunity

I.9.1 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 Offeror who has not satisfied the equal employment requirements.

**I.10** Order of Precedence

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

- I.10.1 Supplies or Services and Price/Cost Section (Section B)
- I.10.2 Specifications/Work Statement (Section C)
- I.10.3 Special Contract Requirements (Section H)
- I.10.4 Contract Clauses (Section I)
- I.10.5 Inspection and Acceptance (Section E)
- I.10.6 Deliveries and Performance (Section F)
- I.10.7 Contract Administration (Section G)
- I.10.8 Contract Attachments (Section J) in the order that they appear

**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the RFP by reference and made a part of the RFP in the order of priority described in I.10.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
<b>J.2</b>	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 05 Dated May 8, 2008
<b>J.3</b>	HIPAA Security and Privacy Regulations
<b>J.4</b>	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.5</b>	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
<b>J.6</b>	District of Columbia Living Wage Notice
<b>J.7</b>	District of Columbia Living Wage Fact Sheet
<b>J.8</b>	MITA Maturity Level Framework Example
<b>J.9</b>	MITA SS-A Advance Planning Document
<b>J.10</b>	Diagram showing the process in MAA's information infrastructure from initiation of contact with a potential enrollee through delivery of care and financial/quality oversight
<b>J.11</b>	MITA Business Processes
<b>J.12</b>	Drug Free Workplace Certification
<b>J.13</b>	Tax Certification Affidavit
<b>J.14</b>	Past Performance Evaluation Form

<b>Attachment Number</b>	<b>Document</b>
<b>J.15</b>	Cost/Price Data Package

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

- K.1** Authorized Negotiators
- K.2** Type of Business Organization
- K.3** Certification as to Compliance with Equal Opportunity Obligations
- K.4** District Employees Not To Benefit Certification
- K.5** Certification of Independent Price Determination
- K.6** Tax Certification
- K.7** Certification Regarding a Drug-Free Workplace

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

**K.1** Authorized Negotiators

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

---

---

---

**K.2** Type of Business Organization

The offeror, by checking the applicable box, represents that

**K.2.1** It operates as:

A corporation incorporated under the laws of the State of:

- \_\_\_\_\_  
An individual,  
A partnership,  
A nonprofit organization, or  
A joint venture.

**K.2.2** If the offeror is a foreign entity, it operates as:

- An individual,  
A joint venture, or  
A corporation registered for business in (Country).

**K.3** Certification as To Compliance with Equal Opportunity Obligations

**K.3.1** Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Date, Name, Title, Signature.

K.3.2 Offeror \_\_\_\_has \_\_\_\_has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror\_\_\_\_has \_\_\_\_has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

#### **K.4 District Employees Not To Benefit Certification**

Each offeror shall check one of the following:

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

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

---

#### **K.5 Certification of Independent Price Determination**

K.5.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.5.1.1 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:

K.5.1.1.1 Those prices;

K.5.1.1.2 The intention to submit a contract; or

K.5.1.1.3 The methods or factors used to calculate the prices in the contract.

K.5.1.2 The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

K.5.1.3 No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

K.5.2.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.5.1 above:

*(Insert full name of person(s) in the organization responsible for determining the prices offered in the Contract and the title of his or her position in the offeror's organization);*

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

K.5.2.3.1 Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and

K.5.2.3.2 As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the offeror deletes or modifies Section K.5.1.2 above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.6 Tax Certification**

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.13.

## **K.7 Certification Regarding a Drug-Free Workplace (July 1990)**

Each Offeror shall submit with its offer a sworn Drug Free Workplace Act Certification found in Attachment J.12.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

- L.1** Contract Award
- L.2** General Proposal Submission Requirements
- L.3** Proposal Content and Organization
- L.4** Proposal Submission Date and Time, Late Submissions, Late Modifications, Withdrawal or Modification of Proposal and Late Proposals
- L.5** Explanation to Prospective Offerors
- L.6** Failure to Submit Offer
- L.7** Restriction on Disclosure and Use of Data
- L.8** RESERVED
- L.9** Proposal Protests
- L.10** Signing of Offers
- L.11** RESERVED
- L.12** Retention of Proposals
- L.13** Proposal Costs
- L.14** Electronic Copy of Proposals For Freedom of Information Act Requests
- L.15** Certificates of Insurance
- L.16** Acknowledgments of Amendments
- L.17** Best and Final Offers
- L.18** Legal Status of Offeror
- L.19** Familiarization with Conditions
- L.20** Standards of Responsibility
- L.21** Pre-Proposal Conference

## **SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 Contract Award**

#### **L.1.1 Most Advantageous to the District**

The District intends to award one (1) contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be the best value to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered. A description of evaluation factors is found in Section M.

#### **L.1.2 Initial Offers**

The District may award a contract 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 General Proposal Submission Requirements**

L.2.1 Offerors shall provide one (1) original and ten (10) electronic copies of the written proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical and Volume II Cost and Price. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCHC-2008-R-9090"

L.2.2 The Technical and Cost and Price Volumes shall contain written narratives and attachments as described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

L.2.2.1 Typewritten (8.5" by 11" bond paper);

L.2.2.2 Single spaced;

L.2.2.3 One (1) sided;

L.2.2.4 Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);

L.2.2.5 One (1)-inch (or greater) margins;

L.2.2.6 Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;

L.2.2.7 Technical Proposal narratives shall not exceed two hundred (200) pages. The Cost and Price Proposal narratives shall not exceed twenty-five (25) pages. Each proposal shall be submitted in two (2) separate volumes;

L.2.2.8 Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and

L.2.2.9 Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the contract provisions as described in Sections A – K of the solicitation. The Cover Letter shall be signed by an authorized representative of the Offeror's organization. The Cover Letter is not included in the total page count of the technical and price proposal narrative limits described in Section L.2.2.7.

L.2.4 The Offeror shall prepare a Table of Contents for each volume indicating the location of the title of the subheadings and page numbers for each subheading. The Table of Content pages are not included in the total page count of the technical and price proposal narrative limits described in Section L.2.2.7.

L.2.5 Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Standards and M.4 Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.3. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and greatest value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement.

L.2.6 The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing reference to the requirement being addressed.

L.2.7 Proposal Information Submission

L.2.7.1 When responding to the instructions in Section L.3, below, Offeror shall provide information, as applicable, regarding:

L.2.7.1.1 Services provided by the Offeror similar in size and scope as those described in the relevant section of Section C; and

L.2.7.1.2 When relevant, the qualifications, training, education, years of experience, and capability of Offeror's key personnel to perform the required services.

### **L.3 Proposal Content and Organization**

#### **L.3.1 Volume I - Technical Proposal Content Instructions**

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

##### **L.3.1.1 Technical Capability**

The information contained in this section shall facilitate the evaluation of the Offeror's technical capability. The Offeror shall provide at a minimum the following information described below.

###### **L.3.1.1.1 Technical Approach and Methodology**

###### **L.3.1.1.1.1 Narratives**

The Offeror shall provide the following narratives:

L.3.1.1.1.1.1 Describe the Offeror's understanding of the District's requirements (C.3 and C.4) and the Offeror's overall technical approach and methodology to complete the required tasks described in C.3 and C.4;

L.3.1.1.1.1.2 Describe the Offeror's knowledge of Medicaid, MITA, and advanced planning documents as discussed in C.3;

L.3.1.1.1.1.3 Describe the Offeror's knowledge of the relevant Medicaid and MITA documents (Attachment J.8, J.9, and J.10) and the applicability of that knowledge and those documents in the successful completion of the contract requirements described in C.3 and C.4;

L.3.1.1.1.1.4 Describe the Offeror's approach to access and analyze Medicaid and other applicable data to conduct the "As Is," "To Be," and MITA maturity level analysis, assessment, and mapping of the District's

business functions and business processes as described in Section C.3.3 and C.3.4;

L.3.1.1.1.1.5 Describe the Offeror's understanding of the development of the Gap Analysis (C.3.5) and the use of the gap analysis to improve or enhance the District's current information technology infrastructure

L.3.1.1.1.1.6 Describe how Offeror will identify information technology (hardware and software) that can be used to upgrade or replace components of the existing information infrastructure as described in Section C.3.4.2.

L.3.1.1.1.1.7 Describe the Offeror's internal quality control procedures (C.3.2.1.1.4) to be deployed to ensure the effective use of resources and the timely completion of contract deliverables accurately and comprehensively;

L.3.1.1.1.1.8 Describe how Offeror will apply industry standards and standards specifications, along with MITA principles as described in Section C.3.3.2.2.

L.3.1.1.1.1.9 Describe how Offeror will build a baseline for trend comparisons and identify areas with potential training needs as described in Section C.4.1.9.

L.3.1.1.1.1.10 Describe how the Offeror will utilize meetings and other opportunities to include and incorporate the input of DOH-MAA staff, project stakeholders, and other entities interested in the development of the District's Medicaid Information technology architecture as described in C.3 and C.4.

#### L.3.1.1.2 Attachments

The Offeror shall provide the following attachments:

L.3.1.1.2.1 Conceptual Project Work Plan (C.3.2.1) including Communications Plan, Project Schedule, Risk Management Plan, and compliance with HIPAA regulations (Attachment J.3).

L.3.1.1.2.2 Conceptual (Screen shots) to demonstrate the Offeror's proposed automated web based documentation and mapping tools (C.3.3.2.3, C.3.4.3, C.3.6.2, C.3.7.1.4, and C.3.7.3)

L.3.1.1.2.3 Sample of the Offeror's documentation of five (5) business processes in accordance with the MITA framework as described in C.3

### L.3.1.1.2 Program Management Requirements

#### L.3.1.1.2.1 Program Management Narratives

The Offeror shall provide the following narratives:

L.3.1.1.2.1.1 Describe Offeror's approach to program management (C.4);

L.3.1.2.1.1.1 Updating and maintaining the project work plan identified in Section C.3.2.1 as described in C.4.1.1.;

L.3.1.2.1.1.2 Offeror's approach to conducting project meetings as described in Section C.4.1.2.

L.3.1.2.1.1.3 Offeror's approach to monitoring progress toward the final report and key milestones as described in Section C.4.1.3.

L.3.1.2.1.1.4 Offeror's approach to managing open technical, operational and policy issues as described in Section C.4.1.4.

L.3.1.2.1.1.5 Offeror's approach to Coordinating project team activities and briefing stakeholders as directed by MAA; as described in Section C.4.1.5.

L.3.1.2.1.1.6 Offeror's approach to managing the development and submission of deliverables as described in Section C.4.1.6.

L.3.1.2.1.1.7 Offeror's approach to submitting written monthly status reports on the progress of tasks against the approved work plan as described in Section C.4.1.7.

#### L.3.1.1.3 Corporate Qualifications

The information requested in this section shall facilitate the evaluation of the Offeror's Corporate Qualifications, including Offeror's Past Performance and Previous Experience to perform the required services as described in Section C and Section H.

##### L.3.1.1.3.1 Past Performance

###### L.3.1.1.3.1.1 Narratives

Describe the extent of Offeror's expertise in Medicaid, MITA SS-A, and advanced planning documents (C.3.2.2.1) and how Offeror gained such expertise.

L.3.1.1.3.1.1.1 Describe the number of years of experience analyzing health information systems capabilities and business processes of State Medicaid agencies, separated by corporate and individual staff.

L.3.1.1.3.1.1.2 Past Performance Attachments

L.3.1.1.3.1.1.2.1 List three (3) references related to Offeror's experience conducting MITA State Self-Assessments as well as similar analyses of Medicaid state agency health information systems capabilities and business processes.

L.3.1.1.3.1.1.2.2 List the following information for contracts and subcontracts under which Offeror has performed work similar to that identified in this RFP (please list in order of largest to smallest contract or subcontract value):

L.3.1.1.3.1.2.2.1 Name of contracting activity;

L.3.1.1.3.1.2.2.2 Contract number;

L.3.1.1.3.1.2.2.3 Contract type;

L.3.1.1.3.1.2.2.4 Contract duration (or Period);

L.3.1.1.3.1.2.2.5 Total contract value;

L.3.1.1.3.1.2.2.6 Type of work performed;

L.3.1.1.3.1.2.2.7 Contracting Officer's Name, Address and Telephone;

L.3.1.1.3.1.2.2.8 Project Manager's Name, Address and Telephone;

L.3.1.1.3.1.2.2.9 A description of any major problems encountered in performing the contract and corrective actions taken; and

L.3.1.1.3.1.2.3. Offeror shall request that each business reference listed in L.3.1.1.3.1.2.2 complete the Past Performance Evaluation Form attached in Section J.11 and forward the completed to the Contact Person identified in Section L.2 prior to the closing date established for the solicitation and described in Section L.4.

#### L.3.1.1.3.2 Organization and Staffing

Offeror shall provide a narrative to describe Offeror's s proposed staffing plan and staffing pattern to fulfill the required services described in Section C.3.

##### L.3.1.1.3.2.1 Narratives

###### L.3.1.1.3.2.1.1 Organizational Structure Narrative:

This section requests information about Offeror's organizational and management structure.

L.3.1.1.3.2.1.1.1 Include an overview of the organizational structure in the proposal narrative, indicating the responsibilities of each department for the functions delineated in this statement of work.

L.3.1.1.3.1.1.2 Describe Offeror's process for project management and identify the expected level of on-site involvement.

##### L.3.1.3.2.2 Organization and Staffing Required Attachments:

###### L.3.1.3.2.2.1 An organizational chart showing:

L.3.1.3.2.2.1.1 The names and positions of Offeror's employees who will provide or contribute to the services to be performed under the contract, including, at a minimum;

L.3.1.3.2.2.1.2 Subcontractors that will be performing services for Offeror under the contract. ; and

L.3.1.3.2.2.1.3 The reporting lines and accountability among Offeror's staff and subcontractors as applicable.

L.3.1.3.2.2.3 The resumes of the staff and subcontractors you consider to be key personnel on this project. If a key personnel position is currently vacant, provide a job description.

L.3.1.3.2.2.4 A list of all members of the Board of Directors and current officers of the corporation and list any financial interests in the corporation.

L.3.1.3.2.2.5 Documentation of judgments and licensing actions involving Offeror in other states or jurisdictions

#### L.3.1.3.3 Representations and Certifications

Offeror shall complete the following representations and certifications:

L.3.1.3.3.1 Completed information in the Equal Employment Opportunity Forms, Attachment J.5;

L.3.1.3.3.2 Tax Certification, Attachment J.6; and

L.3.1.3.3.3 First Source Employment Agreement, Attachment J.7.

#### L.3.2 Volume II: Price Proposal

L.3.2.1 Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

L.3.2.1.1 Table of Contents

L.3.2.1.2 Contract Budget and Cost and Price Data

L.3.2.1.3 Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.15 is met.

This pro-forma contract budget will show the “total costs” that Offeror anticipates incurring in the performance of the contract requirements

#### L.3.2.1.4 Price Proposal Narrative

Offeror shall provide a narrative of the Price Proposal to include at a minimum the following;

L.3.2.1.4.1 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.2;

L.3.2.1.4.2 Description of Offeror’s plans to maintain sufficient financial resources to perform the required services and contingency plans should costs be greater than expected

#### L.3.2.1.5 Cost/Price Data and Certification

Offeror shall complete and provide the Cost/Price Data Certification provided in Attachment J.15.

### **L.4 Proposal Submission Date and Time, Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals**

#### L.4.1 Proposal Submission

Proposals must be submitted by the date indicated on Section A, Page One (1), Block Nine (9) of the RFP. 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:

L.4.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) day before the date specified for receipt of offers;

L.4.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.4.1.3 The proposal is the only proposal received.

#### L.4.2 Withdrawal or Modification of Proposals

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

#### L.4.3 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 Offeror can furnish evidence from the postal authorities of timely mailing.

#### L.4.4 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.4.5 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.5 Explanation to Prospective Offerors

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will 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 will not be binding.

### L.6 Failure to Submit Offer

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer identified in Section G, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such Recipients advise the Contracting Officer 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 Contracting Officer that future solicitations are desired, the Recipient's name may be removed from the applicable mailing list.

### L.7 Restriction on Disclosure and Use of Data

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.7.1.1 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.8 RESERVED**

## **L.9 Proposal Protests**

Any actual or prospective Offeror 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 ten (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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the 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.10 Signing of Offers**

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

## **L.11 RESERVED**

**L.12 Retention of Proposals**

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

**L.13 Proposal Costs**

The District is not liable for any costs incurred by Offerors in submitting proposals in response to this solicitation or in implementing a contract awarded under this solicitation.

**L.14 Electronic Copy of Proposals For Freedom of Information Act Requests**

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

**L.15 Certificates of Insurance**

The Offeror shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street N.W. Suite 700 South  
Washington, D.C. 20001  
Telephone: 202-724-4197  
Fax: 202 727-0245  
Email: jim.marshall@dc.gov

**L.16 Acknowledgement of Amendments**

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

**L.17 Best and Final Offers**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Broker 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.18** Legal Status of Offeror

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of Offeror;

L.18.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.18.3 If Offeror is a partnership or joint venture, the names and addresses of the general partners or individual Recipients of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.19** 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. Brokers will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the 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.20** Standards of Responsibility

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit

the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

L.20.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.20.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.20.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.20.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.20.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.20.6 Evidence of the necessary technical equipment and facilities or the ability to obtain them.

L.20.7 Evidence that Offeror does not have any judgments against it that may negatively affect or preclude satisfactory performance.

L.20.8 Evidence that Offeror maintains a license (if applicable) and is in good standing in the other jurisdictions where Offeror operates.

L.20.9 If Offeror 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 Offeror to be non-responsible.

## **L.21 Pre-Proposal Conference**

L.21.1 Prospective Offerors will 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. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.21.2 Impromptu questions will be permitted and spontaneous answers will 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

Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## **L.22** Reference Library

This solicitation will not contain or utilize a reference library. Additional program background information will be available electronically via the websites included throughout the RFP or as documents attached to the RFP.

## **L.23** Key Personnel

L.23.1 The District considers the positions described in Sections C.3.2.2 and H.10 as Key Personnel for this Contract.

L.23.2 In accordance with this RFP, Offeror shall set forth in its proposal the names and reporting relationships of the Key Personnel identified in Section H.17 that Offeror will use to perform the work under the Contract. Offeror shall attach their resumes and describe the hours that each will devote to the Contract, in total and broken down by task.

## **SECTION M**

### **M. EVALUATION FACTORS FOR AWARD**

**M.1** Evaluation For Award

**M.2** Technical Rating Scale

**M.3** Evaluation Standards

**M.4** Evaluation Criteria

**M.5** Open Market Clauses with No Subcontracting Set-Aside

## SECTION M EVALUATION FACTORS FOR AWARD

### M.1 Evaluation For Award

The contract will be awarded to the 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 will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 Technical Rating Scale

M.2.1 The Offeror's technical proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
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.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 40 or 32.

### M.3 Evaluation Standards

M.3.1 In accordance with M.1, the District will make a best value award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.2.1 Technical Capability

M.3.2.1.1 Technical Approach and Methodology

M.3.2.1.2 Program Management

M.3.2.2 Corporate Qualifications

M.3.2.2.1 Past Performance

M.3.2.2.2 Organization and Staffing

**M.4 Evaluation Criteria**

M.4.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.4.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.3 in accordance with the evaluation factors described below. Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate Contractor’s response. The scoring for each evaluation factor will be based on the District’s determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District’s risk will also be considered.

M.4.3 Technical Criteria

M.4.3.1	Technical Capability	50
M.4.3.1.1	Technical Approach and Methodology	30
M.4.3.1.2	Program Management	20
M.4.3.2	Corporate Qualifications	40
M.4.3.2.1	Past Performance	20

M.4.3.2.2 Organization and Staffing 20

M.4.4 Price Criteria

M.4.4.1 Price evaluations will account for up to ten (10) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price within an acceptable range will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.4.4.2 Actual points assigned to each Offeror in this category will be based on the Offeror’s total price as provided in the Offeror’s Price Proposal (Section L.3.2 and information the Offeror provides in the Table in Section B.5) in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \frac{\text{Evaluated}}{\text{Price Score}}$$

M.4.5 Preference Points will be awarded in accordance with Section M.5 below for a total six (6) preference points on a one hundred point (100) point scale).

M.4.6 Total Points

M.4.6.1 The total points awarded under the solicitation are one hundred.

<b>TECHNICAL EVALUATION FACTORS</b>		
<b>0 – 100 POINTS</b>		
<b>EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR</b>	<b>POINT VALUE</b>	<b>RELATIVE IMPORTANCE</b>
<b>Technical Capability</b>	<b>0 - 50</b>	
Technical Approach and Methodology	0-30	
Project Management	0 - 20	
<b>Corporate Qualifications</b>	<b>0 -40</b>	
Past Performance	0 – 20	
Organization and Staffing	0 – 20	
<b>PRICE EVALUATION</b>		
<b>0 – 10</b>		
<b>Price</b>	<b>0 - 10</b>	<b>Price</b> is less important than Technical Capability and Corporate Qualifications.

<b>PREFERENCE POINTS</b>		
<b>0 – 12</b>		
<b>Preference Points</b>	<b>0 –12</b>	<b>Preference Points as described in M.6.1</b>
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

**M.5 Open Market Clauses With No Subcontracting Set-Aside (Supplies And Services)**

M.5.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1.1 General Preferences

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

M.5.1.1.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.1.2 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a

resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.3 Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.4 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.5 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.1.1.6 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## M.5.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

M.5.2.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### M.5.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

### M.5.4 Preferences for Certified Joint Ventures

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

### M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.