



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

REQUEST FOR PROPOSALS (RFP)

RM-014-RFP-169-BY4-DJW for Integrated Community Care Project (ICCP)

The Government of the District of Columbia, Department of Behavioral Health (DBH), is seeking a Certified Core Service Agency or a DBH- Certified Specialty Provider herein after referred to as the Vendor to be the primary community-based care for a select group of adults who are currently residing or previously resided at Saint Elizabeths Hospital for 6 months or more and who can benefit from intensive, integrated treatment and services as described in the Scope of Work in Section C of this Solicitation.

Opening Date: February 3, 2014
Closing Date: February 28, 2014
Closing Time: 2:00 P.M. EST

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

D.C. Department of Behavioral Health | Contracts and Procurement Services
64 New York Avenue, NE - Suite 200 Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

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

Please return the completed Proposal to Ms. Denise J. Wells via hand delivery or U.S Postal Service (Mail) at the address noted below. Any and all questions pertaining to this solicitation must be submitted in writing no later than ten (10) days prior to the closing of this solicitation to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 200
Washington, DC 20002
Samuel.Feinberg@dc.gov

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE, NE SUITE 200 WASHINGTON, DC 20002	2. PAGE OF PAGES: 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: RM-014-RFP-169-BY4-DJW 5. DATE ISSUED: 6. OPENING/CLOSING TIME: February 3, 2014/February 28, 2014 @ 2:00 PM EST
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM

SECTION B
SUPPLIES OR SERVICES AND PRICE

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B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Department of Behavioral Health (DBH), is seeking a Certified Core Service Agency or a DBH- Certified Specialty Provider herein after referred to as the Vendor to be the primary community-based care for a select group of adults who are currently residing or previously resided at Saint Elizabeths Hospital for 6 months or more and who can benefit from intensive, integrated treatment and services as described in the Scope of Work in Section C of this Solicitation.

B.2 SERVICE RATES

The rate of payment for services rendered in accordance with the Case Rates contained in Section B.6, Schedule B Pricing.

B.3 RESPONSE TO THIS SOLICITATION

Response to this Solicitation requires completion and signature of the Section A and Schedule B Pricing Sheet (s) and satisfaction of DC Tax and EEO requirements submitted to the following DBH Contract Specialist:

Denise J. Wells, CPPB
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 200
Washington, DC 20002
Email: denise.wells@dc.gov
Telephone: 202-671-3174

B.4 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal Conference shall be held at Department of Behavioral Health **64 New York Avenue, NE Suite 200, Washington, DC 20002 on Tuesday, February 11, 2014 at 1:00 PM in Conference Room 218.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal 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. Any major revision to the Solicitation as a result of the Pre-Proposal Conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal

Conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the Solicitation.

B.5

SUBCONTRACTING PLAN

For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted services shall be subcontracted in accordance with section H. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Offerors responding to this Solicitation shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.6 SCHEDULE B – PRICING SCHEDULE

(A) Line Item No	(B) Services	(C) Unit	(D) Quantity	(E) Unit Price	(F) Extended Price
0001 Base Year	The Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein described in Section C.	Day(s)	_____	\$ _____	\$ _____
0002 Option Year One	The Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein described in Section C.	Day(s)	_____	\$ _____	\$ _____
0003 Option Year Two	The Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein described in Section C.	Day(s)	_____	\$ _____	\$ _____
0004 Option Year Three	The Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein described in Section C.	Day(s)	_____	\$ _____	\$ _____
0005 Option Year Four	The Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein described in Section C.	Day(s)	_____	\$ _____	\$ _____
CONTRACT TOTAL AMOUNT					\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: BACKGROUND/OVERVIEW/SCOPE OF WORK

C.1 INTRODUCTION

The Government of the District of Columbia, Department of Behavioral Health (DBH) is committed to providing community-based services that promote collaboration, communication and integrated care coordination amongst behavioral health and other health and human service providers. This Integrated Care Project described herein is expected to reduce high cost services including hospitalizations while increasing treatment adherence, stable housing, community participation and tenure for individuals who are currently residing or previously resided at Saint Elizabeths Hospital for 6 months or more. Individuals selected for this project may have clinically challenging needs that have not been adequately met by the traditional community-based service system and the associated financial structure.

To facilitate the provision of individualized, culturally appropriate treatment and enhanced community-based service options, DBH proposes to fund an integrated care service delivery project as described in Section C.3, entitled Scope of Work by using an aggregate Case Rate. The Case Rate shall include the Mental Health Rehabilitation Services (MHRS) fee for service. The cost of all needed services is to be covered by the combination of the aggregated rate and the MHRS fee for service.

C.2 OVERVIEW

Based upon this Request for Proposal (RFP), DBH shall award a contract to a qualified Vendor to perform the services specified in Section C.3., entitled Scope of Work. The selected Vendor shall receive a monthly aggregate Case Rate less the monthly MHRS service cost for each individual participating in the program. The minimum number of individuals who can participate in the project at any given time is thirty (30). This number includes individuals who have been identified by Saint Elizabeths Hospital (SEH) as ready for discharge and are engaged in the discharge planning with the Vendor, individuals who are enrolled in the project and individuals who are enrolled but are temporarily hospitalized due to a physical or behavioral health condition.

As part of the RFP process all prospective Vendors shall submit a description of a program model that maximizes the number of individuals who can be served annually. In addition, the program model should project the annual number of individuals who are expected to transition to a less restrictive Level of Care. The Vendor shall submit a cost proposal detailing the expected Case Rate per individual. This Case Rate shall be the Not to Exceed Cost of Care for all individuals participating in the program. For example, if there are thirty (30) individuals enrolled in the project and the selected Vendor states that the Case Rate per individual is \$1,200/year or \$100/month, it is expected that the combination of funding from Local Dollars and funding reimbursement through MHRS shall not exceed this amount. The Vendor is expected to bill and use MHRS services when appropriate. The goal of this project is to provide individualized services to each

person. It is expected that the distribution of contract dollars shall vary amongst individuals enrolled in the program. Consequently, each month an individual's amounts of MHRS funded services may vary.

The Case Rate is the amount per individual enrolled in the project that is required to be used to cover all mental health costs and can be used to pay for anything that shall support the individual's success in the community. The Case Rate shall not be expected to pay for mental health, physical health or other support services that are paid through Medicaid's fee for service care, Medicaid's Managed Care Organizations (MCOs), or freestanding mental health services when assumed by DBH.

For any of the above referenced services the selected Vendor shall coordinate the provision of services through an appropriately qualified service provider and to ensure that each enrolled individual is eligible to participate and receive reimbursement from a third party for the cost of services received.

The purpose of the Case Rate is twofold: first, since all payment sources are fundable, the Vendor shall make treatment and support decisions based on each individual's choice and need rather than on the basis of reimbursement potential; second, when the funding is available as an aggregated lump sum there is greater efficiency and flexibility of spending. Therefore, the optimum funding model is for a blended funding stream of all the key resources especially Medicaid and grant funding.

In addition, utilizing monies from the Case Rate, the selected Vendor shall be responsible for paying for the first four days of inpatient care at SEH and for the first four days of an involuntary behavioral health hospitalization at a community hospital, which has a contract with DBH. The Vendor shall not be responsible for paying for hospitalizations required to address physical healthcare needs.

As part of the RFP process all Prospective Vendors shall be expected to submit an initial year budget which includes the anticipated start-up costs and the timelines to full implementation.

C.2.1 Eligibility for Project Participants: Individuals shall be approved to participate in the project by DBH in partnership with the SEH Treatment staff. Selected individuals must meet the following criteria:

- At the time enrollment be at least 18 years of age;:
- At the time of enrollment to have been residing in SEH for at least six (6) months; or
- At the time of enrollment had recently been re-admitted to SEH and had a previous stay at least six (6) months; or

- At the time of enrollment is residing at SEH and has had three (3) or more involuntary hospitalizations at SEH during the past twelve (12) months in the past year; or
- Be currently enrolled in the project;
- Has an Axis 1 Diagnosis (other than exclusively substance abuse) and the history/clinical presentation meets criteria for LOCUS Level of Care IV; and
- Has the ability to provide informed consent and can agree to voluntary participate in project; and
- Has, as appropriate, a Court Order authorizing participation in the project.

In addition, the individual must not be in need of twenty-four nursing care.

C.3 SCOPE OF WORK

C.3.1 Delivery of Services

The successful Vendor awarded the Contract shall provide Integrated Services and Supports to Adults approved by DBH in partnership with SEH Staff. Service Delivery shall be guided by the following principals:

- Commitment to the practice of unconditional care (“whatever it takes”);
- Commitment to the notion of “high Risk, high Support;”
- Respect for the individual and his/her choices;
- A focus on recovery and successful community living;
- A focus on individual and family strengths;
- A share decision-making process;
- An individualized approach with flexible services;
- An emphasis on providing services in the community;
- A commitment to culturally and linguistically competent care;
- A process that uses integrated service delivery teams;
- An emphasis on use of natural supports and non-mental health related agencies/services; and
- A net result of cost-effectiveness and an outcome driven process.

The successful Vendor who is awarded the Contract resulting from this RFP Solicitation shall:

- Attempt to enroll each individual referred by DBH.
- Ensure each enrolled individual signs an agreement or make an equivalent written and verifiable representation which indicates his/her voluntary

decision to participate in the project and an indication that the individual is competent to voluntarily enroll. This agreement is separate from and in addition to the MHRS required documents for enrollment.

- Be responsible for twenty-four (24) hour, three hundred sixty five (365) day service delivery to the enrolled individual from the Date of Enrollment until Disenrollment occurs.
- Ensure that individuals are informed of the Disenrollment procedures per DBH Policy 525.2.

The following Integrated Community Care Service elements shall be required:

1. Integrated Community Based Individual Recovery Plan

The Integrated Community Based Individual Recovery Plan (IRP) reflects the individual's preferred goals, the primary care physician, behavioral health provider and community-based supports and services. The IRP shall include at a minimum a written statement of the individual's:

- Strengths, aspirations, abilities areas of focus and specific needs;
- Goals and objectives;
- Role in determining and achieving each goal
- Signature

In addition, the IRP should include:

- A projected timetable for the achievement of both short and long term goals;
- A weekly progress note of the individual's achievement in accomplishing the stated goals and objectives; and
- A monthly summary of the accomplishments achieved, challenges encountered, corrected action plans with next steps and strategies to be taken toward achieving stated goals

2. Integrated Community Care Team

The Vendor shall create a service delivery team for each individual participating in the project. This team shall be comprised of direct service staff, the individual, the individual's family as requested by the individual, along with representatives of public and private agencies who are delivering services to the individual and any other persons identified by individual.

3. Twenty-Four (24) Hours per Day/Seven (7) Days per Week Availability

The Vendor shall provide twenty-four (24) hours per day, seven (7) days a week services including crisis/emergency response to the enrolled individual. The Vendor shall assure that each individual has a crisis and safety plan.

4. Relationship with the non-mental health community

The selected Vendor's Integrated Community Care Team must have an ongoing awareness of the non-Mental Health Community resources that could potentially

be useful to the enrolled individual and be able to develop positive relationships with these resources. Non-mental health community resources, include, but are not limited to primary healthcare services, substance abuse treatment, utility assistance at neighborhood collaborative, socialization at community centers or senior centers, food pantries, etc.

5. Understanding of Informal Supports

In the initial assessment, the Integrated Community Care Team in conjunction with the individual shall identify strengths and needs, along with treatment goals that incorporate the use of natural and informal supports that can be integrated into the Individual Recovery Plan. The Integrated Community Team shall provide training, coaching and other assistance to the individual to assure that community supports are accessed and utilized.

6. Outcomes Focused Approach

The Integrated Community Care Based Individual Recovery Plan (IRP) developed by the Integrated Community Care Team in conjunction with enrolled individuals shall be regularly evaluated by the Clinical Supervisor to determine the effectiveness of the IRP, while strengthening the individuals' ability to achieve his/her desired goals.

7. Transition Plan

In addition, the Recovery Plan should include a statement related to the individual's ability to transition to a lower Level of Care, the related challenges and opportunities, projected time frame. The Transitional Plan should have actions steps with clearly defined roles and responsibilities of the Integrated Community Care Team, the individual enrolled and community-based partners related to the accomplishing the transition including the steps need to transition the individual to lower Level of Care.

C.3.2 Service Management

The Vendor shall directly provide or purchase an array of Medicaid and local dollar funded services and supports. Medicaid funded services are accessed via the DBH-operated MHRS system; the Vendor shall coordinate all access to these services. Non-Medicaid funded services include services paid under Contracts between D.C. agencies and private providers. The Vendor shall assure these services are incorporated into the IRP and that existing Medicaid or MHRS reimbursed services are neither duplicative nor supplanted by local-dollar funded-services. The Vendor shall develop a network of non-traditional providers that can deliver services and supports that meet the needs of individual's as identified in the IRP.

For example, an individual may need in-home nursing support to manage his/her diabetes. The individual has Medicaid and Medicare and the Diabetes Clinic has an Outpatient Home Health Care component. The selected Vendor is responsible

for coordinating and monitoring the care received to ensure that the needed home health care is secured and provided. Case Rate dollars are not to be used to pay for the in-home care. In-home provider would bill Medicaid/Medicare for the service delivery. Case Rate dollars might be used if there was co-pay for the services that the consumer could not afford to pay.

C.3.3 Responsibilities of Direct Service Staff shall:

- C.3.3.1 Maintain a maximum caseload of eight (8) to ten (10) individuals.
- C.3.3.2 Meet at SEH with individuals identified by DBH and the SHE Treatment staff at least weekly until the individual is enrolled in the project.
- C.3.3.3 Participate in the Saint Elizabeth discharge planning process for identified individuals.
- C.3.3.4 Assist the selected individual in scheduling a physical examination within forty eight (48) hours of discharge from St Elizabeths Hospital and ensure that a comprehensive physical examination is completed within one (1) month of discharge. Document and assure somatic health is addressed on an ongoing basis.
- C.3.3.5 Develop an IRP in conjunction the selected individual within thirty (30) days of discharge from St Elizabeths Hospital.
- C.3.3.6 Meet with face-to-face with each enrolled individual as frequently as needed which may mean more than once daily and no less than at least twice weekly for the initial thirty (30) days after discharge from St Elizabeths Hospital. The frequency of visits after the initial thirty (30) days is based on clinically documented need as per the IRP.
- C.3.3.7 Comply with all DBH required documentation and data collection in support of the project's implementation and evaluation strategy.
- C.3.3.8 Participate in training provided by DBH.
- C.3.3.9 Prepare and submit any reports to the Court for Court ordered/involved individuals including appearing in Court to testify as needed.
- C.3.3.10 Document that all reasonable efforts are made to secure and maintain Medicaid eligibility for Medicaid eligible consumers.
- C.3.3.11 Ensure that any new enrollee who receives MCO Medicaid benefits completes the conversion to Medicaid Fee for Service.

- C.3.3.12 Ensure individuals are screened through the Economic Security Administration for the determination of eligibility of benefits offered by the District of Columbia.

C.3.4 Responsibilities of Supervisors

Supervisors must not maintain an active caseload and shall be prepared to provide and/or assume the responsibilities of Direct Care Staff in the event the direct care staff is unavailable. Supervisors shall not supervise other programs within the agency. The role of the Supervisor is to support, train and supervise the direct service staff. Supervisors must participate in training provided DBH.

C.3.5 Financial Management

- C.3.5.1 The agreed upon Case Rate shall be a combination of funding utilizing Local Dollars minus whatever Medicaid billable services are claimed through MHRS.
- C.3.5.2 Five percent (5%) of the agreed upon Case Rate shall be placed in an Incentive Fund which the Vendor can access via acceptable performance in Outcome Evaluations. Incentive Funds shall be paid at 100% of the Incentive Fund for a rating of "Excellent", 85% of the Incentive Fund for a rating of "Good", 50% of the Incentive Fund for a rating of "Satisfactory" and 0% of the Incentive Fund for a rating "Less Than Satisfactory."
- C.3.5.3 The Case Rate shall be used to fund all of the project costs inclusive of administration, training and the development of new services for the project population.
- C.3.5.4 If the Case Rate funds are used to subsidize an individual's monthly rental cost the housing must meet applicable DC health and safety standards, laws and regulations.
- C.3.5.5 The Vendor shall provide for audits of the funds as part of their audit process and repayment of any audit disallowances.
- C.3.5.6 The Vendor shall be responsible for paying for four (4) days of a hospitalization at St Elizabeths Hospital, or at a DBH contracted Community Hospital in which DBH authorized the admission. On the 5th day of a hospitalization, an individual is placed in an "Inactive Status" in which MHRS are still reimbursable, but for which no Case Rate dollars shall be paid until the individual is "reactivated" which is the day of discharge from the Hospital.

C.3.5.7 The Vendor's obligation to pay for an individual's services shall be terminated if it is determined that the hospitalization is to be longer than two (2) months or if it is determined that disenrollment is appropriate due clinical assessment. These determinations shall be approved by DBH.

C.3.4 Applicable Documents

Item No.	Document Type	Title	Date
1.		Foundations of Integrated Community Care	
2.		Independent Evaluation	
3.		Funding Methodology	

C.4 DEFINITIONS

The following definitions apply to this RFP

- 1) "Individual" means a person who uses mental health services and is eligible for MHRS services
- 2) "MHRS" means Mental Health Rehabilitation Services and refers to Medicaid reimbursable services in the DBH MHRS program
- 3) "Vendor" means a DBH certified Core Service Agency or a DBH certified specialty provider who can function as a clinical home
- 4) "Case Rate" means the monthly prospective payment from DBH to the Provider which is a combination of MHRS and Local dollars not to exceed the maximum monthly rate.
- 5) "Direct Service Staff" means case managers, community support workers, certified addictions counselors, and other provider staff who engage in direct service activities with consumers.
- 6) "Enrollment" means the process by which the consumer agrees to accept the services of the provider in this project by signing an agreement or making an equivalent representation to participate. Enrollment is effective the date of signing the agreement or making the equivalent representation.

C.5 QUALIFICATIONS

- C.5.1** DBH seeks proposals from a Vendor who is a Certified Core Service Agency or a DBH Certified Specialty Provider of Mental Health Services, to provide Integrated Community Care to adults hospitalized at SEH for six months or more. The selected Vendor shall function as a “clinical home” and must currently be able to bill DBH through the MHRS reimbursement system.
- C.5.2** The Vendor must have demonstrated knowledge/expertise in providing intensive, integrated community care services to adults who have experienced lengthy psychiatric in-patient hospital stays.
- C.5.3** The Vendor must have prior experience working directly with Adults with serious and persistent mental illnesses, who require intensive supports, services and treatment to remain in community settings.
- C.5.4** The Vendor must have experience working with culturally diverse consumers who may not be proficient in the English language.
- C.5.5** The Vendor must have prior experience developing and implementing integrated recovery plans that involve collaborating with public and private service providers.
- C.5.6** The Vendor must have demonstrated experience in addressing the needs of individuals in the following areas: mental health assessment, outpatient mental health clinical services, psychiatric inpatient hospitalization, medication management, employment, community living skills, housing and housing supports, advocacy, family support services, linkage with substance abuse services, transportation, crisis services and somatic care.
- C.5.7** The Vendor must have the demonstrated capacity to initiate and implement the deliverables as outline in the Scope of Work according to the time frame set forth by DBH.
- C.5.8** The Vendor shall provide a workforce that reflects the cultural and linguistic diversity of the consumers being served. Appropriate interpreter services must be secured, as needed, for consumers who are not English language proficient.
- C.5.9** The Vendor must have in place a supportive workplace culture, personnel policies and supervisory practices that minimize direct services staff turnover. The Vendor must have as part of its supervision process the goal of individual staff professional development.
- C.5.10** The Vendor shall have a staff configuration that ensures successful service delivery that includes the provision of the needed array of formal and informal

supports as identified in the IRP. The Vendor shall have an administrative structure that provides appropriate clinical and operational supervision for direct service staff.

C.5.11 The Vendor shall have financial reserves sufficient to pay staff devoted to this project for a minimum of two (2) months

C.5.12 Direct Service Staff hired by the Vendor must meet MHRS standards with respect to degrees and credentialing. At least one (1) Peer Specialist must be part of the Direct Care Staff.

C.5.13 Project Supervisors must have Case Management experience and meet requirements as a MHRS qualified practitioner.

C.6 DELIVERABLES

C.6.1 Project Requirements

C.6.1.1 The Vendor must ensure adherence to the unique expectations of the project.

C.6.1.2 The Vendor must ensure that each Consumer has a direct service Staff assigned within twenty four (24) to seventy two (72) hours of enrollment and an Integrated Community Care Team meeting within thirty (30) days of enrollment.

C.6.1.3 The Vendor must develop and implement a Community-Based IRP with thirty (30) days of the consumer's enrollment into the project.

C.6.1.4 The Vendor must ensure that the approach to services is aligned with the principles in Section C.3.1 of this RFP.

C.6.1.5 The Vendor must be able to identify community informal and formal supports to in support of the IRP.

C.6.1.6 The Vendor must provide twenty four (24) hours per day, seven (7) days per week services and crisis/emergency response to enrolled Consumers.

C.6.1.7 The Vendor must ensure Integrated Community Care Teams meets weekly and assess the IRP, making modifications as appropriate.

C.6.1.8 The Vendor must ensure that the IRP includes individualized services responsive to the individual's strengths and needs using both formal and informal community-based supports.

C.6.1.9 The Vendor must ensure that all services to be culturally and linguistically competent.

C.6.2 Staff Requirements

C.6.2.1 The Vendor shall ensure that an adequate number of Direct Service Staff is employed to adhere to the required caseload limit.

C.6.2.2 The Vendor shall ensure that adequate supervision of the direct service staff occurs to support the principles project and clinical best practices.

C.6.2.3 The Vendor shall ensure that employees performing services under the Contract resulting from this RFP have ongoing training and staff development.

C.6.2.4 The Vendor shall promote and ensure a supportive workplace environment and culture that strives to retain high quality personnel who interact professionally with individuals who have a mentally illness, family members and the community at large.

C.6.2.5 The Vendor shall take active steps to ensure that the diversity of their workforce matches the diversity of the individuals served.

C.6.2.6 The Vendor shall ensure that staff understand and place high priority on engaging and maintaining the active involvement of individuals served as partners in the IRP

C.6.2.7 The Vendor shall have a plan for expanding staff and other organizational resources in order to serve an increased number of individuals as approved by DBH.

C.6.2.8 The Vendor shall ensure that all relevant staff, including executive leadership, management staff, direct service staff, supervisors and other with clinical staff participates in appropriate DBH training.

C.6.2.9 The Vendor shall be responsible for specific data collection and record keeping tasks that are required by DBH.

C.6.3 Maintain Accurate and Complete Case Record Files

C.6.3.1 The Vendor shall establish and maintain up to date unique clinical record for each person served. The record shall contain documentation in compliance with MHRS standards.

C.6.3.2 Records shall be examined periodically by DBH as part of the project oversight.

C.6.3.3 The Vendor shall ensure that records are maintained in compliance with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements.

C.6.3.4 The Vendor shall retain at its cost all financial reports and other documents related to this project consistent with District of Columbia Government/DBH regulations. All documents pertaining to this project are the sole and exclusive property of DBH.

C.6.4 Enter/Update Case Information into DBH Case Management Database

C.6.4.1 The Vendor shall be expected to complete fields in the eCura database including, but not limited to enrollment and authorization information. In addition, other information may be collected in databases, spreadsheets, or other electronic format.

C.6.5 Evaluation

C.6.5.1 On an Annual Basis the Vendor's performance shall be evaluated by DBH.

C.6.6.1 Evaluation methodology shall include data review, medical record review and interviews with consumers and as appropriate families and/or others as identified by the consumer. The results of the evaluation shall be reported in an aggregate score which shall be used to determine incentive awards and retention of any savings.

C.6.5.2 One hundred percent of the incentive fund is awarded for a rating of "excellent", 85% is awarded for a rating of "good", 50 % is awarded for a rating of "satisfactory" and 0% is awarded for a rating of "less than satisfactory".

C.6.6 Reporting Requirements

C.6.6.1 The Vendor shall be required to submit by the tenth of each month a written report in hard and soft copy that summaries the project outcomes reflective of the outcomes categories contained in Section C.6.5.

C.6.6.2 The Monthly Reports shall include aggregate expenditures and expenditures per individual served of Case Rate funds.

C.6.6.3 The Vendor shall submit annual report summarizing the performance according to the above evaluation measures DBH may require that the

Vendor produce additional reporting on a schedule to be negotiated with the Vendor.

C.6.7 Fiscal Requirements

- C.6.7.1** The Vendor must deliver integrated services within the Case Rate that is established in the Contract resulting from this RFP.
- C.6.7.2** The Vendor's proposed budget must be fair and reasonable, relating to the costs required to perform the integrated care services for the number of consumers to be served.
- C.6.7.3** The Vendor shall maintain effective fiscal and project management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.
- C.6.7.4** Expenditure of Case Rate funds shall include documentation that the Vendor has exhausted all other community resources for providing these services without expenditure of funding by Local Dollars and/or that the expenditure of Case Rate funds does not duplicate dollars already obligated for the consumer under through other District of Columbia Government Agencies.

*****END OF SECTION C*****

SECTION D

PACKAGING AND MARKING

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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.

D.2 POSTAGE AND MAILING FEES

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Request for Proposals.

***** END OF SECTION D *****

SECTION E
INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

E-1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4 [http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%200307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

E-2 TERMINATION BY CONTRACTOR

E.2.1 Contractor may terminate this Contract with or without cause upon 30 days prior written notice to DBH.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF REQUEST FOR PROPOSALS

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

F.2 OPTION TO EXTEND THE TERM OF THE REQUEST FOR PROPOSALS

F.2.1 The District may extend the term of this Contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The Exercise of an Option Period is at the sole and absolute discretion of DBH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Contract.

F.2.2 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.3.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director/ACCO in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the District.

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

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE – Suite 200
Washington, DC 20002
Office - (202) 671-3188 – Fax (202-671-3395
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

- G.2.1 This is a Fixed Priced Contract. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, individuals under Labor Hour contracts working for Department of Behavioral Health are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.
- G.2.2 This Contract shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

- G.3.1 Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 SUBMISSION OF INVOICE

- G.4.1 Contractor shall submit an original and three copies of the invoice on a monthly basis to Accounts Payable:

Accounts Payable Office
Department of Behavioral Health (DBH)
64 New York Avenue – 4th Floor
Washington, DC 20002
By E-Mail: dmh.ap@dc.gov

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract Line Items Numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice.

Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

- G.5.1 DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.6 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting

Officer. The COTR shall also review, approve and sign all invoices prior to payment by DBH.

Oscar L. Morgan shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Name: Oscar L. Morgan
Title: Director of Division of Integrated Care
Agency: Department of Behavioral Health
Address: 64 New York Avenue, N.E., Room 312
Washington, D.C. 20002
Telephone: (202) 673-7067
E-Mail: oscar.morgan@dc.gov

G.7 CERTIFICATION OF INVOICE

G.7.1 Contracting Officer's Technical Representative shall perform certification of Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.8 PAYMENT

G.8.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DBH shall only pay Contractor for performing the services under this Contract at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

*** END OF SECTION G ***

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$1000 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

H.2 CONTRACTOR LICENSE/CLEARANCES

H.2.1 The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DBH" shall mean the District of Columbia, Department of Behavioral Health

- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
1. A group of records maintained by or for DBH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DBH to make decisions about individuals.
- H. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DBH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DBH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DBH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DBH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.

The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.

- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.

The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to

permit DBH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DBH as permitted by 42 CFR 164.504©(2)(i)(B).

The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

H.3.4 Obligations of DBH

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

H.3.5 Permissible Requests by DBH

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

H.3.6 Term and Termination

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

Effect of Termination.

- (1) Except as provided in Section H.2.6©(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DBH, or created or received by the Business Associate on behalf of DBH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DBH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is

infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DBH to comply with the Privacy Rule.

H.4 COST OF OPERATION

- H.4.1 All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.5 PROTECTION OF PROPERTY

- H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

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

- H.6.1 During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

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

- H.7.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. Seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.2 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.4 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10 SUBCONTRACTING PLAN

- H.10.1 If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan shall only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3 A statement of the dollar value of the bid that pertains to the sub-contracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.4 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.5 The name of the individual employed by the prime contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.6 A description of the efforts the prime contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.10.7 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.8 Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.9 A list of the type of records the prime contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor shall make such records available for review upon the District's request; and
- H.10.10 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.11 SUBCONTRACTING PLAN COMPLIANCE REPORTING

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

- H.11.1 The dollar amount of the Contract or procurement;

- H.11.2 A brief description of the goods procured or the services contracted for;
- H.11.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.11.4 Whether the sub-contractors to the contract are currently certified business enterprises;
- H.11.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6 A description of the activities the Contractor engaged in, in order to achieve the sub-contracting requirements set forth in its plan; and
- H.11.7 A description of any changes to the activities the -or intends to make by the next month to achieve the requirements set forth in its plan.

H.12 SUBCONTRACTOR STANDARDS

- H.12.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.13 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.13.1 If during the performance of this contract, the Contractor fails to comply with its approved sub-contracting plan and the CO determines the Contractor's failure to be a material breach of the, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.13.2 There shall be a rebuttable presumption that a contractor shall fully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.13.3 A contractor that is found to have shall fully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

SECTION I
CONTRACT CLAUSES
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SECTION I: 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 (Attachment J.2), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

I.6.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.7 SUBCONTRACTS

I.7.1 Provider may subcontract with independent practitioners who are qualified mental health professionals for the provision of Core Services under the Agreement. A Core Services Agency may also enter into Affiliation Agreements with mental

health providers certified by the Department to provide one or more Core Services ("Sub-providers") and/or Specialty Services ("Specialty Providers"). All Core Services Agency contracts with Sub-providers, Sub-contractors and Specialty Providers shall be prepared using Department-approved contract forms (the "Standard Forms").

- I.7.2 Subcontractors, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.
- I.7.3 Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Contract immediately renders the Contract void.
- I.7.4 Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers" and 22 DCMR § 3406.
- I.7.5 All subcontracts, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract, and shall require the prior approval of the Contracting Officer in order to have any force and effect.
- I.7.6 Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the Contracting Officer.

I.9 CONTINUITY OF SERVICES

I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.9.1.1 Furnish phase-out, phase-in (transition) training; and

I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 INSURANCE

- I.10.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.
- I.10.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7 Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.10.8 Provider shall have or obtain and maintain throughout the term of this Contract medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Contract. Provider shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) this Contract expires, whichever occurs first. Failure to maintain the malpractice insurance at any time during the term of this Contract shall constitute default. A copy of all correspondence between the Provider and its malpractice insurer shall be sent to DBH.
- I.10.9 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible

companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Department of Small and Local Business Development.

I.12 CONTRACT MERGER CLAUSE

I.12.1 This Contract, including incorporated documents, constitutes the entire Contract between the parties. All previous discussions, writings and Contracts are merged herein and shall not provide a basis for modifying or changing this written Contract.

I.13 NOTICE

I.13.1 Any notice required pursuant to this Contract shall be in writing and shall be deemed to have been delivered and given for all purposes:

I.13.1.1 On the delivery date if delivered by confirmed fax;

I.13.1.2 On the delivery date if delivered personally to the party to whom the notice is addressed;

I.13.1.3 One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or

I.13.1.4 Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

I.14 ORDER OF PRECEDENCE

I.14.1 The Contract awarded as a result of this Solicitation shall contain the following clause:

Any conflict in language or any inconsistencies in this Request for Proposals shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Request for Proposals by reference and made a part of the Contract:

- I.14.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement).
- I.14.2 Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012.
- I.14.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.14.4 Sections A through M of this Solicitation/Contract No. RM-014-RFP-169-BY4-DJW
- I.14.5 Best and Final Offer: Pending
- I.14.6 Request for Proposals Submission Dated: February 28, 2014

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

PART III: SECTION J

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

- J.1** STANDARD CONTRACT PROVISIONS (JULY 2010)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf
- J.2** WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages) Wage Determination - May 26, 2009.PDF (568KB)
- J.3** SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (DIXON SETTLEMENT AGREEMENT) (Double click on link) (22 Pages)
http://www.DBH.dc.gov/DBH/frames.asp?doc=/DBH/lib/DBH/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.4** EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 (6 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5** FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6** TAX CERTIFICATION AFFIDAVIT (1 Page)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.7** LIVING WAGE ACT FACT SHEET (THE WAY TO WORK (2 Pages) AMENDMENT ACT OF 2006
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8** DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES (New)
<http://www.DBH.dc.gov/DBH/cwp/view,a,3,q,621393,DBHNav,%7C31262%7C.asp>
(Total 85 Pages)

***** END OF SECTION J *****

SECTION K

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

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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF VENDORS

K.1 AUTHORIZED NEGOTIATORS

The Vendor represents that the following persons are authorized to negotiate on its behalf with the District in connection with the Invitation for Bids. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Vendor, by checking the applicable box, represents that
It operates as:

- a corporation incorporated under the laws of the State of _____
 an individual,
 a partnership
 a nonprofit organization, or
 a joint venture; or

(b) If the Vendor 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

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 IFB and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider 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 Invitation for Bid (IFB).

Vendor _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Vendor shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Vendor is considered to be a certification by the signatory that:
- 1) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any

- 2) consultation, communication, or agreement with any Vendor or competitor relating to:
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 3) The Prices in this Contract have not been and shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and
- 4) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Vendor's organization responsible for determining the prices being offered in this Invitation for Bid (IFB), and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

If the Vendor deletes or modifies subparagraph (a)(2) above, the Vendor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

- K.7.1 Each Vendor must submit with its offer, a sworn Tax Certification Affidavit; EEO, Contractor's Affidavit of Responsibility and First Source Agreement as stated in Section J herein.

These forms are also available at www.ocp.dc.gov click on "Solicitation Attachments"

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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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 Contract resulting from this Solicitation to the Responsive and Responsible Offeror whose offer conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

L.1.2 Initial Offers

L.1.3 The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten with New Roman font and 12 point font size on 8.5" by 11" bond paper, each page numbered and technical proposal shall not to exceed 25 pages, additional pages only for cost proposal and supporting documentation. Telephonic and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. **RM-014-RFP-169-BY4-DJW (insert solicitation number, title and name of Offeror)**".

L.2.2 (Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal conference shall be held at Department of Behavioral Health, 64 New York Avenue, N.E., Washington, D.C. 20002, Suite 200 Conference Room 218 on Tuesday, February 11, 2014 @ 1:00 PM EST. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal 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. Any major revision to the Solicitation as a result of the Pre-Proposal conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the solicitation.

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

L.4.2 Proposal Submission

L.4.3 Proposal shall be submitted no later than 2:00 p.m. local time on Friday February 28, 2014 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-014-RFP-169-BY4-DJW.

**Department of Behavioral Health
Contracts and Procurement Services,
64 New York Avenue, NE Suite 200
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4.3 Withdrawal or Modification of Proposals

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

L.4.5 Postmarks

L.4.6 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.7 Late Modifications

L.4.8 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.4.9 Late Proposals

L.4.10 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

L.5.1 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 5 calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

L.6.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Behavioral Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002

Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director/ACCO 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.

If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction is 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 the sheet is subject to the restriction on the title page of this proposal.”

L.8 PROPOSALS WITH OPTION YEARS

- L.8.1 The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

- L.9.1 Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board,

1800 F Street NW, Washington, D.C. 20405. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.10 SIGNING OF OFFERS

L.10.1 The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.11 UNNECESSARILY ELABORATE PROPOSALS

L.11.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.12 RETENTION OF PROPOSALS

L.12.1 All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.13 PROPOSAL COSTS

L.13.1 The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.14.1 In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that shall 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

L.15.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, N.E., Suite 200
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

L.16.1 The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 BEST AND FINAL OFFERS

L.17.1 If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Director/ACCO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Director/ACCO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

- L.18.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.18.2 A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia,

the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

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

L.19 FAMILIARIZATION WITH CONDITIONS

- L.19.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. Contractors shall 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 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.20.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.20.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.8 If the prospective Contractor fails to supply the information requested, the DIRECTOR/ACCO shall make the determination of responsibility or non-responsibility

based upon available information. If the available information is insufficient to make a determination of responsibility, the Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.21 KEY PERSONNEL

L.21.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

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

SECTION M
EVALUATION FACTORS FOR AWARD

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the Responsive and Responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the Total Scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

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

M.3 EVALUATION CRITERIA

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

M.4 TECHNICAL CRITERIA (90 Points Maximum)

- A. The Offeror shall demonstrate a detailed program, clinical experience and administrative experience in providing twenty-four (24) hour, seven (7) day a week culturally and linguistically competent community-based prevention, early intervention, treatments and supports geared toward supporting the community tenure and reducing prolonged and costly psychiatric hospitalizations of adults that often is associated with complex medical, social, economic, and legal conditions. Describe your approach to delivering services consistent with the Scope of Work in Sections C.3.1; 3.2; 3.3; 3.4; 3.5 and 3.6. **(30 Points)**
- B. The Offeror shall demonstrate experience in maximizing available resources. Describe your methodology for determining numbers of individuals to be served at any given time. **(10 Points)**
- C. The Offeror shall demonstrate through a case example its experience in engaging and involving individuals who have experienced lengthy hospitalizations in the creation of an integrated Individualized Recovery Plan and its implementation. **(15 Points)**
- D. The Offeror shall demonstrate through a case example its experience in utilizing a diverse network of community based treatment and support system to assist an individual in transitioning to an independent living of care. **(15 Points)**
- E. The Offeror shall provide a detailed twenty-four (24) hour staffing plan including the experience and responsibilities of each staff member. The plan should reflect the number of staff that are expected to be in place on the first day of the Contract and include a timeline for having all staff in place. **(10 Points)**
- F. The Offeror shall demonstrate through a case example its Crisis Response to an individual who has experienced a Behavioral Health Emergency. **(10 Points)**

M.5 PRICE CRITERION (10 Points Maximum)

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

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

Price of proposal being evaluated

**M.5.1 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2
(12 Points Maximum)**

M.5.2 TOTAL POINTS (112 Points Maximum)

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

M.6 EVALUATION OF OPTION YEARS

M.6.1 The District shall evaluate Offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the options years. Quantities to be awarded shall be determined at the time each option is exercised.

M.7 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.7.1 Under the provisions of the "Small Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code §2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.8 APPLICATION OF PREFERENCES

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

M.8.1 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.8.2 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.8.3 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.8.4 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.8.5 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.8.6 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.8.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.8.8 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.8.9 **Maximum Preference Awarded**

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

M.8.10 **Preferences for Certified Joint Ventures**

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

M.9 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.9.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.9.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.9.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.10 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.10.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.

M.10.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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