

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4TH FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES:
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-08-RFP-038-BY1-CPA
		5. DATE ISSUED: JULY 3, 2008
		6. OPENING/CLOSING TIME: JULY 3, 2008/AUGUST 4, 2008
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	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 Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	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 DMH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DMH) IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia, Department of Mental Health, Saint Elizabeth's Hospital, is seeking a Contractor to assume the day-to-day operations for Billing Services. This includes, but not limited to, report submission, submission of federal and city health care program claims, revenue maximization activities and development of a Benefits Assistance Unit. In order to be eligible for a Contract Award, the Offeror must be a District of Columbia Supply Services Schedule Provider of Mission Oriented Business Integrated Services (MOBIS) or Audit & Financial Management Services.

B.2 CONTRACT TYPE

B.2.2 The District contemplates award of one (1) Firm-Fixed Price Task Order with payments based on Fixed Unit Prices and "Incentives" for revenue maximization recoveries over the baseline. Specifically, Billing Operations services (Contract Line Item 0001) shall be paid on a monthly basis. The Incentives portion of the contract (Contract Line Item 0002) shall be paid on a quarterly basis, based on revenue recovered by Saint Elizabeth's Hospital during the prior quarter and reconciled within 60 days of the end of each quarter.

B.3 PRICE

The Department of Mental Health has performed a Government Estimate for the services required under this solicitation. Based on a review of similar contracts with other District government agencies, the Billing Operations services portion of this contract (firm-fixed price) should have a price between \$300,000 and \$350,000 annually.

The Department of Mental Health has targeted for Offerors three separate incentive levels for Revenue Maximization. Contractors shall be paid specific monetary incentive to recover "unclaimed" revenue under each of the three tiers. Specifically, if the Contractor is successful in generating the revenue levels, the corresponding incentive shall be paid by the District on a quarterly basis. The Contractor can achieve only one of the incentive levels. Said incentive levels (with the Revenue Maximization dollar amount and possible incentive) are:

Tier 1	\$2,000,000 to 2,999,996 (\$500,000 to \$749,999 quarterly)
Tier 2	\$3,000,000 to \$3,999,996 (\$750,000 to \$999,999 quarterly)
Tier 3	\$4,000,000 and above (\$1,000,000 and above quarterly)

B.4 SERVICE/DESCRIPTION/PRICE

B.4.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit	Maximum Units	Unit Price	Total Price
0001	Billing Operations Services	Month	12	\$ _____ per month	\$ _____
0002	Revenue Maximization Incentive	Quarter	\$500,000 to \$749,999	\$ _____	\$ _____
		Quarter	\$750,000 to \$999,999	\$ _____	\$ _____
		Quarter	\$1,000,000 and above	\$ _____	\$ _____
Ceiling Task Order Amount					\$ _____

B.4.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Unit	Maximum Units	Unit Price	Total Price
0001	Billing Operations Services	Month	12	\$ _____ per month	\$ _____
0002	Revenue Maximization Incentive	Quarter	\$500,000 to \$749,999	\$ _____	\$ _____
		Quarter	\$750,000 to \$999,999	\$ _____	\$ _____
		Quarter	\$1,000,000 and above	\$ _____	\$ _____
Ceiling Task Order Amount					\$ _____

PRINT NAME OF CONTRACTOR

PRINT NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Saint Elizabeth's Hospital serves as the District of Columbia's government-run psychiatric hospital. SEH was created in 1855 and was primarily utilized to treat military personnel. In 1987, control of SEH was transferred from the federal government to the District of Columbia.

C.1.1 Patient Care Structure

SEH patients are provided care in one of two programs: Civil and Forensics. Civil program patients are patients voluntarily and involuntarily committed and may have civil court involvement. Currently, there are 205 patients in the Civil program.

The Forensics Program is responsible for providing for patients accused of serious crimes who are undergoing psychiatric examination prior to trial, under treatment who have been found mentally incompetent to stand trial, judged "not guilty by reason of insanity" who are undergoing treatment and rehabilitation after trial, and/or have become mentally ill while serving sentence and have been transferred from a correctional institution to the Hospital for treatment. Currently, there are 197 patients in the Forensics program.

C.1.2. Billing Operations Structure

SEH's Billing Operations is divided into three divisions: the Registrar's Office, Patient Financial Services and Patient Accounting Services. The Registrar's Office, comprised of three full time employees, handles all of the court-related (criminal and civil) paperwork on behalf of the Hospital. This includes working closely with the Office of Attorney General, the District of Columbia Superior Court and the various wards throughout the Hospital.

The Patient Financial Services unit, comprised of five full time employees, works on issues surrounding payability. Essentially, the unit is tasked with ascertaining whether admitted patients have access to federal or other governmental health care program benefits. Additionally, the unit screens patients for probability of self payment.

The Patient Accounting Services unit handles all billing and coding for patient services.

C.1.3 Billing Operations

Currently, SEH has the ability to invoice four separate payors: United States Marshal Service, United States Virgin Islands, Medicare (Parts A and B) and Medicaid. SEH does not currently invoice for patients eligible for self payment. For Medicare Part A and B, SEH has four CMS-certified wards in which eligible patients are provided care. Those four wards total 92 patients.

DMH Billing Operations

From Fiscal Year 2005 through Fiscal Year 2008, SEH invoiced the United States Virgin Islands the following:

	(Days billed)	(Gross amount billed)	(<i>Per diem</i>)
<u>FY 2005</u>	1446	\$614,550.00	\$425
<u>FY 2006</u>	1414	\$808,400.00	\$571.71
<u>FY 2007</u>	1080	\$702,000	\$650
<u>FY 2008</u>	549	\$356,850	\$650

From Fiscal Year 2005 through Fiscal Year 2008, SEH invoiced the United States Marshal Service the following:

	(Days billed)	(Gross amount billed)	(<i>Per diem</i>)
<u>FY 2005</u>	6,054	\$2,572,950	\$425.00
<u>FY 2006</u>	5,509	\$3,139,850	\$569.95
<u>FY 2007</u>	4,914	\$3,205,150	\$652.25
<u>FY 2008</u>	2,526	\$1,641,900	\$650.00

From Fiscal Year 2004 through Fiscal Year 2008, SEH invoiced Medicaid the following:

	(Days billed)	(Gross amount billed)	(<i>Per diem</i>)
<u>FY 2004</u>	5,675	\$6,055,200.00	\$1,067.00
<u>FY 2005</u>	1,787	\$ 804,150.00	\$ 450.00
<u>FY 2006</u>	924	\$ 551,400.00	\$ 596.75
<u>FY 2007</u>	974	\$ 633,100.00	\$ 650.00
<u>FY 2008</u>	93	\$ 60,450.00	\$ 650.00

From Fiscal Year 2004 through Fiscal Year 2008, SEH invoiced Medicare (Part A and B) the following:

<u>FY 2004</u>	\$2,172,175.00
<u>FY 2005</u>	\$ 586,880.00
<u>FY 2006</u>	\$ 736,820.00
<u>FY 2007</u>	\$ 762,650.00

C.1.4 Settlement and Corporate Integrity Agreements

The District of Columbia and SEH are preparing to enter into Settlement and Corporate Integrity Agreements with the United States Department of Health and Human Services. The need for these agreements arose from erroneous billing submitted by SEH in Fiscal Years 1997 and 1998, as well as costs reflected on Cost Reports submitted from Fiscal Years 1992 through 2006. Pursuant to these agreements, there are a number of benchmarks which must be met

including, but not limited to, developing policies and procedures, training, developing of a Disclosure Program and engagement of an Independent Review Organization. Additionally, the Settlement Agreement shall affect SEH's ability to amend or appeal denied Medicare claims or re-submit covered cost reports.

C.2 SCOPE OF WORK

The District of Columbia, Department of Mental Health, Saint Elizabeth's Hospital (SEH), is seeking a contractor to assume the day-to-day operations for billing services. This includes report submission, submission of federal and city health care program claims, revenue maximization efforts and development of a Benefits Assistance Unit.

C.2.2 Definitions

Medicare – Medicare is a Federal Health Program subsidizing people who meet one of the following criteria: 1) an individual over 65 years of age who has been a permanent citizen for at least five (5) years; 2) an individual who is disabled and has collected Social Security benefits for at least two years; 3) an individual who is undergoing dialysis for kidney failure or who is need of a kidney transplant; and 4) an individual who has Anytrophic Lateral Sclerosis. Medicare is divided into Part A and Part B. Medicare Part A is the portion of Medicare that is available premium free to all eligible individuals. Medicare Part A provides services associated with hospital, hospice, skilled nursing care and home health care. Medicare Part B is the medical insurance portion of Medicare, which covers physicians services, outpatient hospital care and many other services typically covered under health insurance plans

Medicaid – A joint healthcare program between the United States Government and State Governments to fund health care expenses for specified individuals unable to afford health care costs. The program is subject to federal regulations and guidelines, as well as the regulations and guidelines of each state.

Center for Medicare and Medicaid Services – Federal agency, under the auspices of the United States Department of Health and Human Services, with direct responsibility for Medicare and Medicaid federal health care programs.

C.3 REQUIREMENTS

C.3.1 Day-to-day operations

The Contractor shall assume the day-to-day responsibilities for the SEH Billing Operations. Assumption of the operations include, but are not limited to:

Daily, weekly and monthly reconciliation, in conjunction with the Civil and Forensics programs, of all of SEH's admissions, discharges, transfers or other patient movements;

Screen all new and returning patients for federal and city health care program eligibility;

Prepare application, where appropriate, for federal and city health care programs on behalf of patients;

Submit all financial reports to District of Columbia agencies, federal agencies or other entities as directed by SEH management;

Utilize of SEH's information system, Avatar, for all billing claims dated subsequent to execution of the contract;

Utilize of the Contractor's billing system for all billing claims dated prior to execution of the contract;

Utilize current SEH staff for day-to-day operations;

Serve as the primary liaison between SEH and the appropriate Fiscal Intermediary;

Provide an integrated billing model for SEH staff utilization;

Develop policies and procedures consistent with the impending United States Department of Health and Human Services Settlement and Corporate Integrity Agreements;

Provide training to staff on an as needed basis;

Develop a Benefits Assistance Unit, with responsibility for resolving all benefits issues including eligibility, impound and rescision of benefits;

Develop a strong and consistent model for collections activities;

Assist, when appropriate, in the preparation of the Hospital's annual Cost Report;

The Contractor shall participate in meetings and conference calls as directed by SEH management; and

Provide full time, on site presence of a "Project Management" staff person and sufficient supporting staff.

C.4 CONTRACTOR QUALIFICATIONS

The Contractor shall demonstrate the following minimum qualifications:

1. A current provider of MOBIS or Audit or Financial Management services;
2. Experience maintaining the day-to-day billing operations of a state psychiatric facility;
3. Prior experience writing, and implementing, billing operations policies and procedures;
4. Prior experience training government staff on billing operations policies and procedures; and
5. Demonstrate experience consulting on revenue maximization efforts for city, county or state agencies

C.5 DELIVERABLES

The Contractor shall submit the following deliverables:

C.5.1 Management Plan

The Contractor shall submit a written plan outlining assumption of the day-to-day billing operations. The plan shall include, at a minimum, how SEH staff resources shall be utilized, the number of Contractor resources necessary and a time table for full assumption of operations. The plan shall be submitted within ten (10) business days after task order award.

C.5.2 Monthly Report

The Contractor shall submit a monthly report on activities completed in the previous month. The report shall include, at a minimum, the monthly census results, the number of new and returning patients screened for benefits, the total Medicare and Medicaid days billed, breakdown of active patients and their Medicare and/or Medicaid eligibility, the dates any invoices were submitted to payors; a list of all financial reports submitted and to whom they were submitted; and any information that may be relevant for SEH's compliance with the Settlement and Corporate Integrity Agreements. The report shall be submitted no later than the 15th of the month.

***** 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, Attachment J.1.1

D.2 POSTAGE AND MAILING FEES

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

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

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE**E.1 GENERAL PROVISIONS**

The inspection and acceptance requirements for the Task Order shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

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

E.2.1 The Contractor shall be held to the full performance of the contract. The District shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

E.2.4.1 Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the contract;

E.2.4.2 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

E.2.5 In the case of unsatisfactory work, the District:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

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

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE**F.1 CONTRACT TYPE**

The District contemplates to award Fixed Price Task Order under the District of Columbia Supply Schedule.

F.2 PERIOD OF PERFORMANCE

F.2.1 The Period of Performance (POP) for this Task Order shall be One (1) Year from Date of Award with One (1) One Year Option Period.

F.3 OPTION PERIOD

F.3.1 The District shall extend the POP of this Task Order by exercising One (1) One Year Option Period or a fraction thereof.

F.4 OPTION TO EXTEND THE TERM OF THE TASK ORDER

F.4.1 The District shall extend the term of this Task Order for a period of One (1) One Year, Option Period, or successive fractions thereof, by written notice to the Contractor before the expiration of the Task Order, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Task Order expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Task Order.

F.4.2 If the District exercises the option, the extended Task Order shall be considered to include the option provision.

F.4.3 The price for the option period shall be as specified in the Task Order.

F.5 DELIVERABLES

The Contractor shall submit the following deliverables:

F.5.1 Management Plan

The Contractor shall submit a written plan outlining assumption of the day-to-day billing operations. The plan shall include, at a minimum, how SEH staff resources shall be utilized, the number of Contractor resources necessary and a time table for full assumption of operations. The plan shall be submitted within ten (10) business days after task order award.

F.5.2 Monthly Report

The Contractor shall submit a monthly report on activities completed in the previous month. The report shall include, at a minimum, the monthly census results, the number of new and returning patients screened for benefits, the total Medicare and Medicaid days billed, breakdown of active patients and their Medicare and/or Medicaid eligibility, the dates any invoices were submitted to payors; a list of all financial reports submitted and to whom they were submitted; and any information that may be relevant for SEH's compliance with the Settlement and Corporate Integrity Agreements. The report shall be submitted no later than the 15th of the month.

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

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SECTION G - CONTRACT ADMINISTRATION DATA**G.1 INVOICE PAYMENT**

- G.1.2** The District shall make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this Task Order, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Task Order.
- G.1.3** The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Department of Mental Health
64 New York Ave., N.E., 4th Floor
Washington, DC 20002
Attn: Accounts Payable**

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

Contractor's name, federal tax ID, and invoice date (Contractors shall to date invoices as close to the date of mailing or transmittal.);

Contract number and unique Invoice Number for each submission;

Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

Other supporting documentation or information, as required by the Agency Chief Contracting Officer;

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

Name, title, phone number of person preparing the invoice;

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

Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 ASSIGNMENTS OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor shall assign funds due or to become due as a result of the performance of this Task Order to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this Task Order, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Task Order, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
E-Mail: samuel.feinberg@dc.gov

G.6 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

- G.6.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Task Order.
- G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Task Order, unless issued in writing and signed by the Director/ACCO.
- G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Task Order price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE - (COTR)

G.7.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as shall be specified in the Contract. The COTR for this Task order is:

Name: Anthea Seymour
Title: Chief Operating Officer (COO)
Agency: Department of Mental Health/Saint Elizabeth Hospital
Address: 2700 Martin Luther King, Jr. Avenue SE
Washington, DC 20032
Telephone: (202) 645-0718

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. 4, dated July 5, 2007, issued by the United States Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Task Order. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Director/ACCO for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor shall be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Contractor shall at all times obtain the prior written approval from the Agency Chief Contracting Officer before any of its Officers, agents, employees or subcontractor either during or after expiration or termination of the Task Order make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Task Order.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2-219.01 *et seq.* ("First Source Act").

H.4.2 The Contractor shall enter into and maintain, during the term of the Task Order, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this Task Order shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the Task Order, a First Source Agreement Contract Compliance Report (“Contract Compliance Report”) verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

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

H.4.4 If the Task Order amount is equal to or greater than \$100,000.00 the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.4.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Agency Chief Contracting Officer its compliance with the Section H.4.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to Section H.4.6.

H.4.6 The Director/ACCO shall waive the provisions of section H.4.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;

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

H.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, shall be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Task Order. The Contractor shall make payment to DOES. The Contractor shall appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Director/ACCO pursuant to this section H.4.8.

H.4.9 The provisions of Sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 PROTECTION OF PROPERTY

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

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

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

During the performance of this Task Order, 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 CONTRACTOR RESPONSIBILITIES

Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

H.9 LIQUIDATED DAMAGES

H.9.1 When the Contractor fails to perform the tasks required under this Task Order, DMH shall assess Liquidated Damages in an amount of \$3000 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 Task Order.

H.9.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Task Order under the Default Clause of the Standard Contract Provision, the original Contractor is completely liable for any and all total cost differences between their Task Order and the new Task Order awarded by DMH to the replacement Contractor.

****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 Supply and Services Contracts dated March 2007, (Attachment J.1) 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 Task Order resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Task Order 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 RESTRICTION ON DISCLOSURE AND USE OF DATA

Providers who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.5.1 Mark the title page with the following legend:

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

1.5.2 If however, a Task Order is awarded to this Contractor as a result of or in connection with the submission of this data, the District Government 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 rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

I.5.3 Mark each sheet of data it wishes to restrict with the following legend:

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

I.6 **RIGHTS IN DATA**

- I.6.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it shall be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It shall, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data shall be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.
- I.6.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** Any data derived from the performance of this Task Order shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Task Order, are works made for hire and are the sole property of the District; but, to the extent any such data shall not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in

equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District shall have released such data to the public.

- I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Task Order, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer shall be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and,
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

With _____ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor shall not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the

Contractor, in any work of authorship prepared for or acquired by the District under this Task Order. Unless written approval of the Director/ACCO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.6.9** Whenever any data, including computer software, are to be obtained from a Contractor under this Task Order, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Task Order or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Task Order, and a single copy of the documentation associated herewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its Officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Task Order, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Task Order, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTS

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

I.9 CONTINUITY OF SERVICES

I.9.1 The Contractor recognizes that the services provided under this Task Order 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, shall 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

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

I.10.1 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.10.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

I.10.3 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 Task Order, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.5 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 Task Order. 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.10.6 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 fourteen (14) days of Contract award. 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

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Provider who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 ORDER OF PRECEDENCE

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

1. Contract Sections A through M of this Contract Number RM-08-N-0051-VM
2. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
3. Wage Determination No. 2005-2103 (Revision No. 4, July 05, 2007) (Attachment J.2).

The Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H); the Contract Clauses (Section I); and the Standard Contract Provisions.

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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

**SECTION J:
LIST OF ATTACHMENTS**

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP)
- J.2** Wage Determination No. 2005-2103 (Rev. 4), July 5, 2007
- J.3** Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
- J.4** Reserved
- J.5** Budget Package
- J.6** E.E.O. Information and Mayor's Order 85-85
- J.7** Tax Certification Affidavit
- J.8** First Source Employment Agreement
- J.9** Living Wage Act Fact Sheet

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

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 TASK ORDER AWARD****L.1.1 Most Advantageous to the District**

The District intends to award a single task order resulting from this solicitation to the responsive and responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a task order on the basis of initial Offers received, without discussion. Therefore, each initial Offer should contain the Contractor 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 four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point Times New Roman font on 8.5" by 11" bond paper. 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. (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. Offerors shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. Offerors 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 must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

L.2.3.1 The Technical Proposal shall be no more than 40 single-spaced pages. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. Offerors shall address the following:

A written management plan outlining assumption of the day-to-day billing operations. The plan shall include, at a minimum, how SEH staff resources shall be utilized, the number of Contractor resources necessary and a time table for full assumption of operations. The plan shall be submitted within ten (10) business days after task order award.

Provide detailed information showing its experience maintaining the day-to-day billing operations of a state psychiatric facility;

Provide detailed information showing its prior experience writing, and implementing, billing operations policies and procedures;

Provide detailed information showing its prior experience training government staff on billing operations policies and procedures; and

Provide detailed information showing to demonstrate its experience consulting on revenue maximization efforts for city, county or state agencies

Proposed key personnel that shall perform the work. Offeror shall provide a detailed resumes of the proposed key personnel.

L.2.4 Past Performance Proposal

The Offeror shall provide the following information for clients/customers for a minimum of three (3) projects that it has performed of similar size and scope of the requirements set forth in this solicitation. The Past Performance Proposal shall be no more than 10 single-spaced pages. The District shall not consider any pages in excess of 10 pages to be a part of the Past Performance Proposal and shall not review or evaluate such pages. Offerors shall address the following: The Offeror shall provide the following information for all past performance clients/customers within the last three (3) years:

- Client's Name:
- Client's Project Manager Name
- Client's Project Manager Address
- Client's Project Manager's phone number and fax number
- Client's Project Manager's email address
- Dollar Value of the Contract
- Description of the Work Performed
- Period of Performance of the contract

The District may utilize any additional past performance information that it obtains in evaluating the proposal.

L.2.5 Price Proposal

L.2.5.1 Offerors shall complete Section B.4, Pricing Schedule and Attachment J.5, Budget Package.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposal must be submitted no later than 3:00 P.M. local time on Monday, August 4, 2008 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER:

Government of the District of Columbia
Department of Mental Health
Contracting and Procurement Administration
64 New York Avenue, N.E. - 4th floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
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 Contracting Officer 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.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, page one of this solicitation. The prospective Offeror shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than five (5) calendar days before the date set for submission of proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, DC 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposals 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 rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this

restriction are contained in sheets (insert page numbers or other identification of sheets).”

L.6.2 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.7 **PROPOSALS WITH OPTIONS YEARS**

The Offeror shall include option year prices in its Price proposal. An Offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 **PROPOSAL PROTESTS**

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

L.9 **SIGNING OF OFFERS**

The Offeror shall sign the Offer and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 **UNNECESSARILY ELABORATE PROPOSALS**

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

L.11 **RETENTION OF PROPOSALS**

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must 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 must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1). requires the District to make available electronically copies

L.14 CERTIFICATES OF INSURANCE

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 ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Mental Health
Contract and Procurement Administration
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax

L.15 ACKNOWLEDGMENT OF AMENDMENTS

Offerors 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 A of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of the Offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best And Final Offers (BAFOs) 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 Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

L.17 KEY PERSONNEL

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, and shall 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).

L.18 ACCEPTANCE PERIOD

The Offeror agrees that its Offer remains valid for a period of 180 days from the solicitation's closing date.

L.19 LEGAL STATUS OF CONTRACTOR

L.19.1 Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

L.19.2 Offeror must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code 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.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

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. Offerors 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.21 STANDARDS OF RESPONSIBILITY

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

L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.21.2 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.21.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.21.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.21.8 If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

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

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS FOR AWARD**M.1 EVALUATION FOR AWARD**

The Task Order shall be awarded to the responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, based upon the Evaluation Criteria specified below. 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

The Technical Rating Scale is as follows:

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

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "Good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores shall be added together to determine the score for the factor level.

M.3 TECHNICAL EVALUATION

M.3.1 The Technical Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

M.3.2 Offeror's Technical Proposal and Price Proposal shall be evaluated separately.

M.3.3 Technical Evaluation Factors (50 Points)

The Technical Proposal shall be evaluated based on the following sub-factors:

A written management plan outlining assumption of the day-to-day billing operations. The plan shall include, at a minimum, how SEH staff resources shall be utilized, the number of Contractor resources necessary and a time table for full assumption of operations. The plan shall be submitted within ten (10) business days after task order award.

Provide detailed information demonstrating experience maintaining the day-to-day billing operations of a state psychiatric facility;

Provide detailed information demonstrating prior experience writing, and implementing, billing operations policies and procedures;

Provide detailed information demonstrating prior experience training government staff on billing operations policies and procedures; and

Provide detailed information demonstrating experience consulting on revenue maximization efforts for city, county or state agencies

M.4 PAST PERFORMANCE EVALUATION (30 Points)

The District shall evaluate Offeror’s Past Performance in performing billing operations services or similar services for government agencies within the last three (3) years.

M.5 PRICE EVALUATION (20 Points)

The Price Evaluation shall be objective. The Offeror with the lowest total price, including the base year and all option years, shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Offeror’s evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 = \text{Evaluated price score}$$

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