

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>	2. PAGE OF PAGES: <b>1 of 87</b> 3. CONTRACT NUMBER:  4. SOLICITATION NUMBER: <b>RM-11-RFP-83-BY4-VM</b> 5. DATE ISSUED: <b>5/24/11</b> 6. OPENING/CLOSING TIME: <b>6/27/11 AT 2:00 P.M., EST.</b>
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> <b>SEALED BID</b> <input checked="" type="checkbox"/> <b>NEGOTIATION (RFP)</b>	8. DISCOUNT FOR PROMPT PAYMENT: <b>N/A</b>
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: <b>202-671-3171</b>	B. E-MAIL ADDRESS: <a href="mailto:Samuel.feinberg@dc.gov">Samuel.feinberg@dc.gov</a>
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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 will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

**AWARD (To be completed by the DMH)**

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

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE**  
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**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.1 PURPOSE OF SOLICITATION**

The District of Columbia Department of Mental Health (DMH), (the District) is seeking a Contractor to provide individuals with mental health and/or substance abuse service in an easily assessable service environment located at the Superior Court.

**B.2 CONTRACT TYPE**

The District contemplates award of Fixed Price Contract.

**B.3 PRICE SCHEDULE/COST SCHEDULE**

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For Contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with Section H.9.1.











**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 BACKGROUND**

**C.1.1** The Criminal Division of the DC Superior Court has long stated that there are many defendants with criminal cases that are in need of mental health services and supports. Based on this need the Department of Mental Health established in an Urgent Care Clinic (UCC) located at the Superior Court. The Office of Attorney General (OAG) has tracked data on the cases that pass through the DCMTCC courtroom: in 2010, those cases totaled 12,437. (Report of the Criminal Section, April 2010). A significant number of these individuals are homeless and have a mental illness and/or co-occurring substance abuse problem. Over the past three years of the UCC at Superior Court's existence, nearly 1,000 people have received services at this site. This includes screening and assessment, medication management psychiatric and care coordination services. As a result, most of these individuals have been diverted from the criminal justice system, received immediate access to substance abuse and mental health screening and assessment, and linked to on-going treatment services provided by the District of Columbia Mental Health (DMH) System or the Addiction, Prevention and Recovery Administration (APRA).

The DC Department of Mental Health is interested in continuing its close working relationship with the court system to address the needs of individuals with mental health and/or substance abuse service in an easily assessable service environment located at the Court. A person-centered approach to treatment, with a primary emphasis on recovery and coordination of activities with multiple providers and service systems will be used in this project.

The Urgent Care Clinic at Superior Court will be jointly funded by the Department of Mental Health (DMH) and Addiction, Prevention and Recovery Administration (APRA). Space for the project will be provided by the Superior Court.

### **C.2 MISSION, GOAL AND OBJECTIVES**

**C.2.1** The mission of the UCC is to identify and provide immediate services to persons in need of mental health and/or substance abuse assistance who become involved with the Court for misdemeanor offenses and to connect them to appropriate mental health and substance abuse services. The ultimate outcome is minimizing recidivism within the criminal justice system and improving the mental health of the consumers served there. .

**C.2.2** The specific objectives of the UCC are to:

1. Identify the behavioral health, medical and supports service needs of individuals who come in contact with the criminal justice system who require on-going treatment services;
2. Conduct behavioral health screening, assessment and referral services;
3. Provide urgent care treatment services to stabilize individuals identified by the Court;
4. Refer and link identified individuals to appropriate community-based or residential treatment services; and to
5. Provide on-going mental health treatment and aggressive case management services to individuals who prefer to receive their services at the UCC.

**C.3** **GENERAL INFORMATION**

**C.3.1** The D.C. Department of Mental Health (DMH) is soliciting responses for an agency or organization to operate an Urgent Care Clinic at the DC Superior Court (UCC), which is located at 500 Indiana Avenue, NW, Washington, D.C. 20001. The population of focus for the UCC will be persons who have contact with the court system and have a need for mental health and/or substance abuse services. The primary focus will be on individuals involved with the DC Misdemeanor and Traffic Community Court (DCMTCC), however, other Criminal Division courtrooms and the DC Pretrial Services Agency (PSA) are also authorized to make referrals to the UCC. In addition, the successful applicant will provide ongoing support and services to the Mental Health Diversion Court Program that is available to people involved with PSA.

**C.3.2** The Department of Mental Health seeks a qualified mental health provider with experience working with individuals with behavioral health needs that are involved in the criminal justice and who will be able to operate the UCC. The provider must be able to collaborate effectively with the criminal justice agencies (PSA and the Court Services and Offenders Supervision Agency [CSOSA]) and community service providers.

**C.3.3** The successful Contractor shall have the expertise and resources to identify, assess, support and develop relationships with individuals who come into contact with the criminal justice system and are in need of behavioral health services. The applicant must demonstrate a commitment to the principles of recovery, client-centered services and peer support and show how these principles will be operationalized within the project.

**C.3.4** The specific services to be provided include, but are not limited to: substance abuse screening; assessment and diagnosis of mental health and co-

occurring disorders; the provision of immediate mental health clinical interventions as required; coordination with existing service providers, if necessary; and linkage to sustainable community based treatment and resources. Eligible recipients of these services may include persons who have been previously diagnosed as severely and persistently mentally; are dually diagnosed with mental illness and substance abuse problems and/or mental illness and mental retardation; or have a substance use/abuse problem. This population may also include trauma survivors, individuals with serious physical health issues, senior citizens, veterans, homeless, or others. The funding awarded through this solicitation will support a program to be implemented during FY 2011, with the opportunity for continued funding for up to three option years. The goal of the program is not only to provide substance abuse and mental health screening and assessment services and direct mental health services, but also to identify the effective elements of the urgent care clinic co-located at the Court. The data and experience derived through this demonstration effort will be used to further develop the infrastructure and operational elements of a UCC that meets the needs of the judicial system and DMH. It is expected that the successful Contractor will utilize the *Plan, Do, Study, Act* continuous quality improvement model, as the framework for developing and implementing strategies for practice improvement. This will include a plan to evaluate the effectiveness of the clinic, collect and analyze service data for all individuals seen in the clinic and make the required service and operational adaptations in the project in collaboration DMH, APRA and the DC Superior Court.

**C.4 APPLICABLE DOCUMENTS**

Item No.	Document Type	Title	Date
1	Chapter 34, Title 22A of D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Contractor Certification Standards	2001
2	HIPPA Law, Public Law 104-191	Health Insurance Portability and Accountability Act of 1996	1996, as amended
3	HIPPA Privacy Rule, 45 CFR part 160 and Part 164, Subparts A and E	Standards of Privacy of Individually identifiable Health Information	2000
4	Code of	Public Health,	2002

	Federal Regulations, Title 42, Chapter 1, Subchapter A, Part 2	Section 2.1-2.67, part 2, Confidentiality of Alcohol and Drug Abuse patient Records	
5	D.C. Law 13-146, D.C. Official Code §7-3001 et seq.	District of Columbia Substance Abuse Treatment and Prevention Act of 1989	1990, as amended
6	D.C. LAW 80-80, D.C.. Official Code §44-1201 et seq.	District of Columbia Substance Abuse Treatment and Prevention Act of 1989	1990, as amended

**C.4.1** The Contractor shall meet all applicable certification requirements specified in proposed modifications to Chapter 34 of Title 22A of the D.C. Code of Contractor Certification Standards.

**C.5 DEFINITIONS**

N/A

**C.6 SCOPE OF WORK**

The Scope of Work (SOW) for the UCC at the District of Columbia Superior is delineated in the sections that follow. All Prospective Contractors shall clearly describe how each of these requirements shall be addressed in the proposal.

**C.6.1 Staff/Contract Requirements**

The staffing pattern of the UCC shall include a team comprised of mental health and substance abuse clinicians. The staffing pattern shall be sufficient to provide services to a minimum of 300 individuals per year. The staff team will be led by a psychiatrist who will be responsible for the overall supervision and management of the UCC. The psychiatrist shall be available on a daily basis to see individuals referred for service within 90 minutes of presenting at the UCC.

### **C.6.1.1 Mental Health Staffing Requirements**

The UCC shall ensure that staff be qualified mental health professionals in accordance with Chapter 34, Title 22A of the D.C. Municipal Regulations who shall provide immediate access to services including but not limited to: medication, prescriptions, therapy, assertive case management and on-site supports before they leave the courthouse. In some situations, the individual may be in active treatment with a DMH certified provider. . In these cases, the UCC staff will work with the individuals to ensure linkage to the current provider. In instances in which the person is not enrolled with a community mental health provider, the UCC will provide all necessary services to ensure clinical stabilization and a smooth transition to the community mental health provider.

### **C.6.1.2 Substance Abuse Staffing Requirements**

The UCC shall employ three staff, including two Certified Addiction Counselors (CACs), to provide substance abuse screening, assessment and referral services. The staff shall have the capacity to conduct the Global Appraisal of Individual Needs (GAIN) assessment. The GAIN is a standardized assessment for use in substance abuse diagnosis, placement, treatment planning, outcome monitoring, economic analysis, and/or program planning.

The UCC staff shall be expected to screen arrestees in the cellblocks at the Court, as required. The staff to client ratio should be no greater than 15:1 to ensure that the intensive follow-up activities required to link the consumer to a mental health provider or substance abuse treatment facility can be conducted. In addition, clinical staff will be responsible for conveying clinical compliance and other information to the Courts and providing continued clinical services to consumers who either do not have a viable relationship with a community provider and/or prefer to remain with the Urgent Care Clinic. It is anticipated that these individuals will be seen by the UCC for the duration of their court supervision or for approximately 60-90 days.

All individuals who require substance abuse treatment based upon the results of the screening performed at the UCC shall be transported from the UCC to the substance abuse provider on the same day unless the person refuses treatment.

### **C.6.2 Identification and Referral Process**

It is estimated that the individuals having contact with the DC Misdemeanor and Traffic Community Court and others who are eligible for this service will have complex needs and may be difficult to engage in services. The

Prospective Contractor shall develop a system to identify persons moving repeatedly through the court system. This will include individuals known by the Courts as possibly being in need of behavioral health services with an emphasis on the following priority populations:

- Persons with a history of multiple arrests;
- People who have a history of involuntary detention within the mental health system (FD-12s); including involvement with the Comprehensive Psychiatric Emergency Program (CPEP);
- Actively psychotic individuals;
- Individuals actively abusing alcohol or other drugs;
- Mentally ill persons with a history of using the sobering station; and
- Other criteria to be identified through project's data collection plan.

The Prospective Contractor must describe a clear process for receiving referrals from the DC Misdemeanor and Traffic Community Court, judges in the Criminal Division and the PSA.

#### **C.6.2.1 Client Records**

The Contractor shall utilize for individuals being seen for a primary Substance Abuse issue, the District Automated Treatment Accounting (DATA) client information system based on the Web Infrastructure for Treatment Services (WITS) platform. The DATA system shall be used to generate, manage and maintain health records for each client. The Contractor shall ensure that all staff within the UCC are trained to utilize this system.

The Contractor shall ensure that each person who presents for potential substance abuse problems include at a minimum, but is not limited to:

- Unduplicated client identifier generated by the DATA system;
- Individual's intake information including demographic information, Addiction Severity Index report and score, and a written evaluation of the person's psychosocial and additional treatment needs, including notation of any medical or psychiatric conditions; and
- All referrals made on behalf of the person to substance abuse treatment programs or other agencies providing services to the individual or his/her family.

The Contractor shall maintain a clinical record for each person who presents with a mental health issue. The record shall include at a minimum, but is not limited to:

- Multiaxial Psychiatric assessment;
- Psycho-social/Family History;
- Case Management Assessment;
- Current medications;
- Treatment plan and progress notes for all individuals who receive mental health treatment and support services at the UCC.

### **C.6.3 Hours of Operation**

The hours of operation shall be from 8:30 a.m. to 5:00 p.m. on days when the Court is in session.

### **C.6.4 Policies and Procedures**

designated Contract Officer's Technical Representative (COTR) for approval prior to implementation.

### **C. 6.5 Evaluation and Data Collection Plan**

During the first year of the project and every option year, the applicant must conduct both a process and outcome evaluation of the project. This assessment should be designed to gather information about *process* or *effort*—operations, service delivery and resources required to conduct the project and *effectiveness*—the impact of the project on the population served. Each application must include an Evaluation and Data Collection Plan that meets the criteria described below. The process and outcome evaluations must be submitted to DMH by December 15<sup>th</sup> each year.

The process/effort evaluation must document the resources required to design and implement each aspect of the Urgent Care Clinic and the procedures used to conduct activities. The key evaluation questions that will be answered are:

1. What services are provided, to whom and by whom?
2. To what extent are the activities related to the identified needs/problems they were designed to address?
3. What is the process by which services are delivered?
4. What worked, what did not work and why?

The outcome evaluation must capture the project's impact on the population of focus. The key evaluation questions that will be answered are:

1. How many people were identified through the UCC?
2. How many of the people identified received services at the UCC?

3. How many of the people served through the UCC were repeat offenders?
4. How many individuals served by the UCC are actively engaged in treatment six months following referral? [Note: The successful applicant will be able to extract these data from DMH's data system.]

The minimum data set of information that must be collected includes:

- Demographic data for all arrestees who accept mental health services
- Diagnosis: all 5 axes including co-occurring disorders
- Previous mental health and substance abuse treatment, including the number of FD 12s the individuals have had
- Current charges
- Previous arrests and judicial dispositions
- Number of arrestees screened for both substance use/abuse and mental health needs
  - Number in court holding cell
  - Number referred from court
- Number who refused screening
- Number enrolled with a mental health provider when arrested
- Number determined to be actively linked with a community provider or CSA at time of screening and referred for continuing care
- Number determined not to have an active working relationship with a CSA and referred to Urgent Care Clinic
- Number whose involvement with treatment with UCC has a positive effect on judicial disposition
- Number whose involvement with treatment with a community provider has a positive effect on judicial disposition
- Number who began services with UCC and referred to CSA whose involvement with treatment has a positive effect on their judicial disposition
- Number of people who are referred to primary and dental health care or other community services
- Number referred and enrolled in a substance abuse treatment facility
- Number who were previously in an in-patient treatment facility
- Number who refuse substance abuse treatment.

The data collection component must be developed in coordination with DMH and the Court to allow for analysis of data that are systemic, comparable and relevant to needs of the project.

## **C.7 FUNDING**

In addition to the contract funding, the selected Contractor shall be expected to have the capacity to bill Medicaid for all appropriate reimbursable services including mental health rehabilitation services (MHRS), Medicaid fee for service and/or the Managed Care Organizations (MCOs). DMH shall work with the Contractor to develop as part of the budget request, Client Support dollars to assist in providing transportation for clients, as well as to help fill gaps and meet needs for food, clothing etc. and obtain identification documents such as birth certificates required for Medicaid applications.

## **C.8 ANTICIPATED OUTCOMES**

DMH expects the following outcomes for the project:

- Demonstrate the effectiveness of identifying, engaging and treating clients in a courthouse setting.
- Demonstrate the degree to which individuals can begin treatment at a setting located in the courthouse and be successfully transitioned to a community-based provider.
- Annual benchmarks for this project include:
  - A minimum of 300 clients identified with mental health needs, with 50 individuals being served at any one time;
  - A minimum of screenings for substance abuse;
  - One hundred percent of the individuals who screen positive and consent to treatment are enrolled with an APRA substance abuse provider;
  - Demonstrated value of the UCC by judges and others involved with the judicial system; and
  - Report on client satisfaction with the service.

## **C.9 RESPONSE SPECIFICATIONS**

**C.9.1** Prospective Contractors responding to the RFP shall provide detailed responses to the requirements described in the Scope of Work. Prospective Contractors shall use the following assumptions when developing the program model: services shall be provided to an average of 10 individuals per week who are identified, referred, and evaluated by UCC staff, and the clinic shall have an active caseload of at least 50 persons at all times.

Annually, a minimum of 300 individuals with mental health needs and individuals with substance abuse treatment needs shall be served.

- A description of the service philosophy and delivery model that shall be used to implement to the UCC.
- An organization and staffing chart;
- A statement of the applicant's knowledge of the court system and experience collaborating with the criminal justice agencies;
- A description of the Prospective Contractor agency's experience in working with the priority populations, especially persons who are homeless and have experienced trauma;
- A description of the identification and referral and enrollment processes that will be utilized;
- An evaluation and data collection plan that shall be used to assess the project;
- A description of how project activities shall be coordinated with the court system, DMH and APRA;
- A statement of the Prospective Contractor's commitment to the principles of recovery, peer support and client -centered services and how those principles shall be operationalized within the project;
- A description of the Prospective Contractor's ability to provide screening, assessment, and treatment services to persons with co-occurring mental health and substance abuse disorders, and the agency's efforts to ensure staff are "co-occurring competent";
- A description of the Prospective Contractor's strategy to provide linguistically and culturally competent services;
- A description of the Prospective Contractor's ability to facilitate linkage to medical and dental care to all consumers; and
- A description of the Prospective Contractor's ability to use APRA's District Automated Treatment Accounting (DATA) client information system based on the Web Infrastructure for Treatment Services (WITS) platform.
- Evidence of the applicant's current CSA or Specialty status and history of billing for MHRS services through the Department of Mental Health, or demonstrated ability operate a fee-for-service program.

In addition, all proposals must include a proposed budget which delineates expected revenues from billing as well as needed contract and client support dollars. The budget shall include line item expenditures and a budget narrative. Staff positions should be specified, including lead clinicians and evaluation staff.

The applicant must submit a statement indicating the willingness to collect the minimum data set of information specified in Section C.6.5.

**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 J1.

### **D.2 POSTAGE AND MAILING FEES**

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**  
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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 GENERAL PROVISIONS**

E.1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number five (5), Inspection of Supplies and 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 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.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

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

### **F.1 PERIOD OF PERFORMANCE (POP) TERM OF CONTRACT**

F.1.1 The Period of Performance (POP) for this Contract shall be One (1) Year from Date of Award with Four (4) One Year Option Periods.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The District may extend the term of this Contract for a period of four years, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of 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 Section B of the Contract.

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

### **F.3 DELIVERABLES**

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

**SECTION G**  
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## **SECTION G - CONTRACT ADMINISTRATION**

### **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 Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.3 The District shall pay the Contractor on or before the 30<sup>th</sup> 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 Director of Care Coordination, who shall serve as the Agency Chief Contracting Officer's Technical Representative (COTR) specified in G.7 below.

**By the tenth of the following month, Contractor shall submit monthly invoice for services rendered under this Contract.**

- 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 invoice number;

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

Preparer 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 shall 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 PAYMENT**

G.4.1 Payment shall be made in accordance with Schedule B "Price Schedule and Section F "Deliverables".

**G.5 ASSIGNMENTS OF CONTRACT PAYMENTS**

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

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

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

Pursuant to the instrument of assignment dated

\_\_\_\_\_,  
make payment of this invoice to

\_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

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

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

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

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

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

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by and subcontractor under this Contract:

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract requirements**

G.6.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (20) of D.C. Official Code §2-221.02(d).

### **G.7 AGENCY CHIEF CONTRACTING OFFICER**

G.7.1 Contracts may be entered into and signed on behalf of the District of Columbia Government only by Contracting Chief Officers. The address and telephone number of the Agency Chief Agency Chief Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Administration  
Agency Chief Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3171  
E-Mail: Samuel.feinberg@dc.gov

**G.8 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER**

- G.8.1 The Agency Chief Contracting Officer (Director/ACCO) is the only person authorized to approve changes in any of the requirements of this Contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Director/ACCO.
- G.8.3 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 Contract price to cover any cost increase incurred as a result thereof.

**G.9 AGENCY CHIEF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1 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 Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

Name: Barbara Bazron, Ph.D  
Title: Deputy Director  
Office of Policy and Planning  
Agency: Department of Mental Health  
Address: 64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, D.C. 20002  
Telephone: (202) 673-2900  
E-Mail: barbara.bazron@dc.gov

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

**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 Contract or sub-Contracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified 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. 05-2103, Rev. 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Agency Chief Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may 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 DIRECTOR/ACCO before it, any of its officers, agents, employees or sub-Contractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

### **H.4 FREEDOM OF INFORMATION ACT**

H.4.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility shall determine the releasability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. official Code §2-532 and Chapter 4 of title 1 of the D.C. Municipal Regulations.

### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

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

H.5.2 The Contractor shall enter into and maintain , during the term of the Contract, a First Source Employment Agreement, (Section J.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 Contract 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.5.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

- (1) of employees needed; Number
- (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.5.4 If the Contract 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.5.5 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.5.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The Agency Chief Contracting Officer may waive the provisions of section H.5.4 if the Agency Chief 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, Culpeper, Spotsylvania, and King George, the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert, and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES 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.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Agency Chief Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Agency Chief Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

Board as provided in the Contract any decision of the Agency Chief Contracting Officer pursuant to this section H.5.8.

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

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

H.6.1 During the performance of the Contract, the Contractor and any of its sub-Contractors 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

H.7.1 During the performance of the Contract, the Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

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

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

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

H.8.4 The DOES may adjust the living wage annual and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6 The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement result in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to §501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. §501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provide through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in §2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTOR REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

H.9.1.1 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.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2 Subcontracting Plan**

- H.9.2.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if 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 proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:
- H.9.2.2 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.9.2.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.9.2.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
- H.9.2.5 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.9.2.6 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.9.2.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;

- H.9.2.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
  - H.9.2.9 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.9.2.10 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.9.3 Subcontracting plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.9.3.1 The dollar amount of the Contract or procurement;
  - H.9.3.2 A brief description of the goods procured or the services contracted for;
  - H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;
  - H.9.3.4 Whether the subcontractors to the Contract are certified business enterprises;
  - H.9.3.5 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
  - H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.4.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 CONTRACTOR RESPONSIBILITIES**

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

**H.11 LIQUIDATED DAMAGES**

H.11.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$4,582.40 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor

shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

- H.11.2 When the Contractor is unable to cure the 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 and responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

## **H.12 CONTRACTOR LICENSE/CLEARANCES**

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

## **H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

### **H.13.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

- (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
- 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (d) 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).
- (e) 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.
- (f) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (h) "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 .
- (i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### H.13.2 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.13 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.13.

- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.13.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.13 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of DMH or an Individual, and in the time and manner Prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.13.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.13, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.13, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.13, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.13, the Business Associate may use protected information to provide Data

Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).

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

#### H.13.4 *Obligations of DMH*

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

#### H.13.5 Permissible Requests by DMH

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

#### H.13.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.13 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
  
- (c) Effect of Termination.
  - (1) Except as provided in Section H.13.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or

destruction infeasible, for so long as the Business Associate maintains such protected information.

H.13.7      Miscellaneous

- (a) Regulatory References. A reference in this Section H.13 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.13 from time to time as is necessary for DMH 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.13.6 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 April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.13 shall be resolved to permit DMH to comply with the Privacy Rule.

**SECTION I**  
**SPECIAL CONTRACT REQUIREMENTS**  
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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 Contract 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 RIGHTS IN DATA**

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or

engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so,

without written consent of the District until such time as the District may have released such data to the public.

1.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

1.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

1.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

1.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and; modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

1.5.7 The restricted rights set forth in section 1.5.6 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 may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the 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.5.9 Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.5 in the sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-Contractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court 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 Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11 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 Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 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.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/ACCO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Director/ACCO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall ensure that all policies provide that the Director/ACCO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

**1. Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Director/ACCO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; products and Completed Operations; personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.

**2. Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

4. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

6. **Professional Liability Insurance (Error & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors & Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

7. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement shall be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

**B. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.

**C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT.** The District shall not make any separate measure of payment for the cost of insurance and bonds. The Contractor shall include all the costs of insurance and bonds in the Contract price.
- F. NOTIFICATION.** The Contractor shall immediately provide the Director/ACCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Director/ACCO.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Administration  
Agency Chief Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3171  
E-Mail: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

- H. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are

incorporated herein as Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

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

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

1. Consent Order dated December 12, 2003 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Consent Order) (if appropriate).
2. Contract document
3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007.
4. Contract attachments other than the Standard Contract Provisions
5. RFP, as amended
6. Best and Final Offers (BAFOs) in order of most recent to earliest
7. Proposal

**I.11 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 Director/ACCO.

**I.12 GOVERNING LAW**

This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**I.13 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

Department of Mental Health Policies and Rules. Vendors must be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.

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

**I.15 CONTINUITY OF SERVICES**

I.15.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and shall be continued without interruption and that, upon Contract expiration or termination, a successor, either the District of Columbia Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.15.1.1Furnish phase-out, phase-in (transition) training; and

I.15.1.2Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Government of the District of Columbia Standard Contract Provisions for Use with Supplies and Services Contracts, (March 2007) available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"
- J.2** U.S. Department of Labor Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010
- J.3** Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"
- J.4** Department of Employment Services First Source Employment Agreement available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"
- J.5** Way to Work Amendment Act of 2006 – Living Wage Notice
- J.6** Way to Work Amendment Act of 2006 – Living Wage Fact Sheet
- J.7** Tax Certification Affidavit
- J.8** Cost/Price Certification and Data Package available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on Solicitation Attachments

**SECTION K**

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

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**SECTION K:**

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

K2.1 The Offeror, by checking the applicable box, represents that  
(a) It operates as:

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

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

- an individual  
 a joint venture, or  
 a corporation registered for business in  
\_\_\_\_\_  
(Country)

**K.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 solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

_____	EXCLUDED END
PRODUCTS	
_____	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

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

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

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**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

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

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

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.8.

#### **K.8 CERTIFICATION OF ELIGIBILITY**

The Offeror's signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not be suspended, debarred, voluntarily excluded or determined ineligible by an federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Indicate below any exceptions to your certification of eligibility and to whom it applies, their position in the Offeror's organization, the initiating agency, and dates of action. Exceptions shall not necessarily result in denial of award, but shall be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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**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 a single Contract resulting from this solicitation to the responsive and responsible Offeror whose offer 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 Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten 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. (insert solicitation number, title and name of Offeror)".

***(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 Mental Health, 64 New York Avenue, N.E., Washington, D.C. 20002, 4<sup>th</sup> Floor, Conference Room D, on June 8, 2011 at 11:00 a.m.**

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 RFP document as well as to clarify the contents of the RFP. Any major revision to the RFP 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 RFP.

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**

**Proposal shall be submitted no later than 2:00 p.m. local time on June 27, 2011 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-11-RFP-83-BY4-VM.**

**Department of Mental Health  
Contracts and Procurement Administration, 4<sup>th</sup> Floor  
64 New York Avenue, N.E.  
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 (5<sup>th</sup>) 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**

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

#### **L.4.4 Postmarks**

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.4.5 Late Modifications**

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

**L.4.6 Late Proposals**

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

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective Offeror shall submit questions no later than 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**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 4<sup>th</sup> Floor, 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 (**inset 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**

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**

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 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, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

**L.10 SIGNING OF OFFERS**

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**

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**

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**

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**

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**

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 Mental Health  
64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3171  
E-Mail: samuel.feinberg@dc.gov

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District 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**

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**

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**

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).

**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:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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 Districts evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 10 or 8 for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

### **M. 3 EVALUATION CRITERIA**

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

#### **M.3.1 TECHNICAL CRITERIA (90 Points Maximum)**

- The Offeror demonstrates a well developed plan that details proposed organizational structure, staffing pattern, commitment to clinical competence in treating co-occurring services and an evaluation plan. **(40 PTS.)**
- The Offeror demonstrates evidence that the applicant shall develop the project based upon a recovery-based philosophy, active peer involvement and knowledge of the court system. **(15 PTS.)**
- The Offeror demonstrated evidence of the ability to link individuals with community-based services, including linkage with CSAs as appropriate and enrollment with substance abuse providers when appropriate. **(20 Points)**
- The Offeror demonstrates ability to maximize revenue collection. **(15 Points)**

#### **M.3.2 PRICE CRITERION (10 Points Maximum)**

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

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

Price of proposal being evaluated

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

**M.3.4 TOTAL POINTS (112 Points Maximum)**

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

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.5.1 Application of Preferences**

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

M.5.1.1 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.5.1.2 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.5.1.3 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.5.1.4 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.5.1.5 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.5.1.6 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.5.1.7 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.5.1.8 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.5.2 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.5.3 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

M.5.4.1 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.5.4.2 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.5.4.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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