



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

INVITATION FOR BID (IFB)

RM-17-IFB-050-BY4-DJW for Child/Youth Mental Health Mobile Crisis Services

The Department of Behavioral Health (DBH) has a requirement for a DBH certified Mental Health Rehabilitation Service Provider (MHRS) to provide Mobile Response Crisis Services for Children and Youth requiring immediate mental health services with the District or at a District supported location.

Opening Date: March 8, 2017
Closing Date: March 29, 2017
Closing Time: 2:00 P.M. E.S.T.
Bid Opening: March 29, 2017 @ 3:00 P.M.

To obtain a hard copy of the Invitation for Bid (IFB) please contact Denise J. Wells, Contract Specialist, at:

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

Or visit our website www.dbh.dc.gov to obtain a soft copy - Any and all questions pertaining to this Solicitation must be submitted in writing to:

Margaret T. Desper, CPPB
Supervisory Contract Specialist
Contracting Officer
Office of Contracts and Procurement
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 200
Washington, DC 20002
Margaret.desper@dc.gov

SOLICITATION, OFFER, AND AWARD				1. Caption Child/Youth Mental Health Mobile Response Crisis Services		Page of Pages	
						1	53
2. RM-17-IFB-050-BY4-DJW		3. RM-17-IFB-050-BY4-DJW		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 3/8/2017	
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By DC Office of Contracting and Procurement On the behalf of the Department of Behavioral Health (DBH) Contracts and Procurement Services 64 New York Avenue, NE – 2 nd Floor West Washington, D.C. 20002				8. Address Offer to: Margaret T. Desper, Contracting Officer Department of Behavioral Health Office of Contracts and Procurement Services 64 New York Avenue, NE – 2 nd Floor West Washington, D.C. 20002			
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be submitted to the address shown in Section A.8 above no later than _____. CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Denise J. Wells, CPPB	(Area Code) 202	(Number) 671-3174	(Ext)	Denisej.wells@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER			
X	C	Specifications/Work Statement	9	ATTACHMENTS			
X	D	Packaging and Marking	13	X	J	List of Attachments	
X	E	Inspection and Acceptance	14	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	F	Deliveries or Performance	15	X	K	Representations, certification and other statements of Offerors	
X	G	Contract Administration Data	16	X	L	Instructions, conditions & notices to offerors	
X	H	Special Contract Requirements	21	X	M	Evaluation factors for award	
OFFER - MUST BE FULLY COMPLETED BY OFFEROR/BIDDER							
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The Offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date		Amendment Number	Date	
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G		17. Signature		18. Award Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered – CLINS – See Schedule B		20. Amount		21. Accounting and Appropriation – Delivery Order or Task Order			
22. Name of Contracting Officer (Type or Print) Margaret T. Desper, CPPB Government of the District of Columbia Office of Contracting and Procurement				23. Signature of Contracting Officer (district of Columbia)			
					24. Award Date		

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Department of Behavioral Health (District) has a requirement for a DBH certified Mental Health Rehabilitation Service (MHRS) Provider to provide Mobile Response Crisis Services for Children and Youth requiring immediate mental health services with the District or at a District supported location. Services shall support DBH Programs in assessment, stabilization and monitoring for District Children and Youth requiring Mental Health services.

B.2 The District contemplates awarding of a Firm Fixed Priced Contract.

B.3 **PRICING SCHEDULES**

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by "Aggregate Award Group" herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 **PRICING SCHEDULES**

This is a Firm Fixed Price Contract with payments based on Fixed Unit Rates as outlined in the Pricing Schedule in Section B of this Contract. **There shall be no alterations to the Price Schedule.**

B.5 PRICE SCHEDULE

BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price * Price for Supplying Three (3) Teams Per Month	Extended Price *Annual Price for the Stated Period of Performance
	<p>The Contractor shall provide Twenty Four (24) Hour, Seven (7) Days a Week (24/7) Mobile Response Services to Children/Youth experiencing a Mental Health Crisis.</p> <p>Each of the Three (3) Response Teams shall consist of the level of Personnel with the minimum staffing mix as described in Section C.</p>				
CLIN 0001	<p>Mobile Response Child/Youth Crisis Services</p> <ul style="list-style-type: none"> • Program Director • On-Call Consulting Psychiatrist • Clinical Managers • Team Leads • Crisis Specialist • Peer Specialist 	1	Monthly	\$ _____	\$ _____
Contract Total					\$ _____

 Print Name of Business/Organization

 Signature of Authorized Personnel

 Date

 Print Name of Authorized Personnel

 Title of Authorized Personnel

B.6 PRICE SCHEDULE

OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price * Price for Supplying Three (3) Teams Per Month	Extended Price *Annual Price for the Stated Period of Performance
	<p>The Contractor shall provide Twenty Four (24) Hour, Seven (7) Days a Week (24/7) Mobile Response Services to Children/Youth experiencing a Mental Health Crisis.</p> <p>Each of the Three (3) Response Teams shall consist of the level of Personnel with the minimum staffing mix as described in Section C.</p>				
CLIN 0001	<p>Mobile Response Child/Youth Crisis Services</p> <ul style="list-style-type: none"> • Program Director • On-Call Consulting Psychiatrist • Clinical Managers • Team Leads • Crisis Specialist • Peer Specialist 	1	Monthly	\$ _____	\$ _____
Contract Total					\$ _____

 Print Name of Business/Organization

 Signature of Authorized Personnel

 Date

 Print Name of Authorized Personnel

 Title of Authorized Personnel

B.7 PRICE SCHEDULE

OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price * Price for Supplying Three (3) Teams Per Month	Extended Price *Annual Price for the Stated Period of Performance
	<p>The Contractor shall provide Twenty Four (24) Hour, Seven (7) Days a Week (24/7) Mobile Response Services to Children/Youth experiencing a Mental Health Crisis.</p> <p>Each of the Three (3) Response Teams shall consist of the level of Personnel with the minimum staffing mix as described in Section C.</p>				
CLIN 0001	<p>Mobile Response Child/Youth Crisis Services</p> <ul style="list-style-type: none"> • Program Director • On-Call Consulting Psychiatrist • Clinical Managers • Team Leads • Crisis Specialist • Peer Specialist 	1	Monthly	\$ _____	\$ _____
Contract Total					\$ _____

 Print Name of Business/Organization

 Signature of Authorized Personnel

 Date

 Print Name of Authorized Personnel

 Title of Authorized Personnel

B.8 PRICE SCHEDULE

OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price * Price for Supplying Three (3) Teams Per Month	Extended Price *Annual Price for the Stated Period of Performance
	<p>The Contractor shall provide Twenty Four (24) Hour, Seven (7) Days a Week (24/7) Mobile Response Services to Children/Youth experiencing a Mental Health Crisis.</p> <p>Each of the Three (3) Response Teams shall consist of the level of Personnel with the minimum staffing mix as described in Section C.</p>				
CLIN 0001	<p>Mobile Response Child/Youth Crisis Services</p> <ul style="list-style-type: none"> • Program Director • On-Call Consulting Psychiatrist • Clinical Managers • Team Leads • Crisis Specialist • Peer Specialist 	1	Monthly	\$ _____	\$ _____
Contract Total					\$ _____

 Print Name of Business/Organization

 Signature of Authorized Personnel

 Date

 Print Name of Authorized Personnel

 Title of Authorized Personnel

B.9 PRICE SCHEDULE

OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price * Price for Supplying Three (3) Teams Per Month	Extended Price *Annual Price for the Stated Period of Performance
	<p>The Contractor shall provide Twenty Four (24) Hour, Seven (7) Days a Week (24/7) Mobile Response Services to Children/Youth experiencing a Mental Health Crisis.</p> <p>Each of the Three (3) Response Teams shall consist of the level of Personnel with the minimum staffing mix as described in Section C.</p>				
CLIN 0001	<p>Mobile Response Child/Youth Crisis Services</p> <ul style="list-style-type: none"> • Program Director • On-Call Consulting Psychiatrist • Clinical Managers • Team Leads • Crisis Specialist • Peer Specialist 	1	Monthly	\$ _____	\$ _____
Contract Total					\$ _____

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

- C.1.1 The Department of Behavioral Health (DBH) provides services and supports to eligible adults, children and their families for the prevention, intervention and treatment of mental health, along with substance use disorders.
- C.1.2 Children/Youth with Severe Emotional Disturbances (SED) are susceptible to stress and face recurrent episodes of Psychosis and other Mental Health Disorders. Children/Youth also experience crisis due to psychosocial events (family problems), frequent depressive reaction to psychosocial problems, suicidal ideations, placement disruptions, impaired parent-child relationships, or loss of support networks. Mental Health Mobile Response Crisis Services (MHMRCS) are used in emergency situations to provide immediate care.
- C.1.3 The time and place at which MHMRCS are accessed is often the point of entry into longer-term Mental Health Services. The required MHMRCS include three main components: (1) Evaluation and Assessment, (2) Crisis Intervention and Stabilization and (3) Transition Planning and Follow-Up. Some examples of MHMRCS settings are the family's home, Child/Youth school, Hospital emergency rooms, Runaway shelters, and group homes. The Mobile Response Staff is required to be available 24 hours a day, seven days a week, 365 days of the year and offer short-term follow up services (e.g., two to three weeks). The main goals are to enroll Children/Youth, their families/caregivers to services in the community, to involve families in treatment, and to avoid unnecessary hospitalization or disruption in placement. The District of Columbia supports a system that integrates peers at all levels. The invaluable experiences and voices of persons certified as peer specialist must be integrated in all aspects of behavioral health including crisis services. Not only can Peers support community members receiving services but their expertise, lived experience and cultural knowledge is needed to provide training and consultation to mental health teams.

C.2 SCOPE OF WORK/GENERAL REQUIREMENTS

- C.2.1 Mental Health Mobile Response Crisis Service (MHMRCS) is based on the assumption that community-based care is more humane, more therapeutic, and less stigmatizing than institutional care. By deploying Mental Health Mobile Response Crisis Services to the scene of the crisis allows for on-site assessments in settings where more accurate evaluations can be made in an immediate, effective manner most familiar to the child/youth in need of care.
- C.2.2 The deployed MHMRCS "Team" shall provide an initial on-site crisis assessment to determine the mental health stability of a child/youth and their ability to remain safe in the community. Contractor shall be responsible for providing the services and resources described herein with the goal to stabilize child/youth within their homes and/or the community and avert inpatient hospitalization and placement disruptions, unless absolutely necessary.
- C.2.3 The MHMRCS Team assists in the coordination of acute care assessments and hospitalizations when appropriate. In addition, post-crisis follow up interventions are conducted up to three weeks after the initial crisis intervention to ensure linkage to a DBH mental health provider for ongoing

treatment. The Team shall also support the District's city wide effort to respond to community crisis stabilization, disaster response, and other designated Community events requiring Mental Health Support.

- C.2.4 The population of focus is District children and youth, regardless of insurance who are up to 18 years of age and youth up to the age of 21 that are in the care and custody of the District's Child and Family Service Agency (CFSA).

C.3 SPECIFIC REQUIREMENTS

- C.3.1 The Contractor shall provide all labor, supervision, transportation, materials and supplies for the deployment of Mobile Response Teams for the delivery of MHMRCS for children/youth in need. The MHMRCS shall provide immediate access to Mental Health Crisis services for children and youth in distress.

- C.3.2 The Contractor shall provide the following services and resources to include but not limited to:

- a) Provide timely, flexible and accessible service 24 hours a day, 7 days a week. This includes maintain sufficient resources and supports for communication and mobile capabilities.
- b) Provide and maintain a crisis hotline to receive crisis calls directly by a live person.
- c) Provide systematic way for crisis call intake, triage, and deployment determination.
- d) Provide phone support, crisis consultation, information sharing and follow up to all calls that are not deployed on and document.
- e) Maximize all efforts to engage the parent/caregiver in crisis intervention and follow up.
- f) Provide appropriate approaches for the evaluation and assessment of children and adolescents in crisis.
- g) Implement standardized crisis assessment tool.
- h) Provide specialized clinical training in Crisis Theory, Risk Assessment and Intervention for crisis workers.
- i) Attend all trainings determined by DBH that are relevant to the nature and scope of service.
- j) Reduce placement disruption in all home/community settings
- k) Provide education on conflict resolution, trigger, coping skills, and problem solving techniques.
- l) Develop a crisis, safety and continuity of operations (COOP) plans for deploying mental health mobile response teams
- m) Ensure child/youth client and crisis worker safety
- n) Ensure all crisis workers participates in the DBH Officer Agent Training enabling them the ability to authorize FD-12 involuntary emergency evaluations.
- o) Partner with the DBH network or providers and other community-based providers within the larger system of care.
- p) Possess ready access to a Psychiatrist for urgent and on-going consultation.
- q) Assess the appropriate level of care for ongoing services, to include:
 - a. Acute inpatient care
 - b. Outpatient care
 - c. Physicians Practice Group (PPG) and

- d. Referrals to DBH CSA network of providers.
 - r) Collaborate with the CSA, if Youth are enrolled.
 - s) Collaborate with other involved parties such as but not limited to CFSA, DYRS, CSS , as appropriate.
 - t) Follow up to assure the Child/Youth is engaged in appropriate services and supports upon discharge
- C.3.3 The Contractor shall maximize service delivery to the clinical extent possible, and in the Child/Youth's best interests, avoiding inappropriate hospitalizations.
- C.3.3 The Contractor shall function as a multi-disciplinary team that ensures supervision and worker evaluation.
- C.3.2 The Contractor shall assess, determine and plan quality services through quality assurance plan. Implement and maintain debriefing protocol to ensure quality assurance measures are reviewed on regular basis for services
- C.3.4 The Contractor shall educate the community about the availability, capabilities and limitations of the Mobile Mental Health Mobile Response Crisis Team.
- C.3.5 The Contractor shall maintain records and documentation in compliance with MHRS standards in DBH Consumer data management system
- C.3.6 The Contractor shall participate in the District's city wide emergency and non-emergency events by deploying Teams to respond to community crisis stabilization, disaster response, and community events requiring mental health support.
- C.3.7 The Contractor must demonstrate their ability to respond to Mental Health Crisis Calls for District children/youth placed in Foster Care homes located in Northern Virginia and Maryland that are within a 50 mile radius of the District of Columbia.
- C.3.8 The Contractor shall possess verifiable documentation and demonstrate throughout the performance of the Contract resulting from this Solicitation, partnerships with local surrounding crisis teams through the establishment of formal business agreement(s) to support Mental Health Mobile Responses Crisis Services to include Consumer transition activities in the event of lengthy travel time to destinations outside of the District of Columbia.
- C.3.9 The Contractor shall provide the following specific As Needed Mobile Response Crisis Services:
Evaluation and Assessment: De-escalation, Crisis Intervention, Stabilization, Collaboration and/or linkage to DBH Core Service Agency (CSA), based on clinical appropriateness, Transition Planning and Follow Up; and
 - C.3.9.1 Community Incident Community Response including group crisis response-

Contractor shall establish, operate and market a quality, comprehensive and reliable Mental Health Mobile Response Crisis Service to parents, foster parents, schools and child advocacy groups through consistent community education and outreach.

- C.3.9.2 The Contractor shall have a written plan to include description of resources to respond to surge capacity (inability to deploy crisis teams due to capacity issues). The Surge Response Plan shall be submitted as part of the response to this Invitation for Bid (IFB).
- C.3.9.3 The Contractor shall collect and report Consumer utilization data in order for DBH to assess and plan to meet the child/youth mental health needs
- C.3.9.4 The Contractor shall possess at the time of the Response to this Solicitation the necessary resources for the management and operation of Child/Youth Mental Health Mobile Response Crisis Teams for the deployment to a Crisis. The District requirements for Mobile Response Teams include but not limited to the following:
- C.3.9.5 The Contractor shall hire and maintain the required staffing level throughout the performance of the Contract resulting from this Solicitation.
- C.3.9.6 The Staffing level shall include crisis Clinical Managers and Clinicians who are available 24 hours a day and offer short-term services (e.g., two to three weeks) as described herein. The goals of Contractor's Clinical Teams are to link children and their families/caregivers to services in the community, to involve families in treatment, and to avoid unnecessary hospitalization.
- C.3.9.7 The Contractor shall hire a minimum of two Certified Peer Specialists including:
 - (a) Youth Peer Specialist must be 18 -30 years of age
 - (b) Certified Peer Specialist that preferably has completed the Family Peer Specialist Track must be a primary caregiver (biological parent, kinship caregiver, foster parent, adoptive parent) of a child youth or young adult, who has received or is receiving publically funded behavioral health services
- C.3.9.8 The Contractor shall subcontract for a minimum of:
 - (a) Bi-weekly team consultation
 - (b) Follow up with cases requiring additional support for but not limited to:
 - (c) Hard to engage
 - (d) Hospital diversion
 - (e) Release from acute hospitalization
 - (d) Phone consultation with intakes
 - (f) Trainings as determined by the Contractor

C.3.9.9 The Contractor shall include payment for subcontractor's attendance in:

- (a) Continuing Education courses offered through DBH to maintain Peer Certification
- (b) Biweekly supervision with DBH Resiliency Specialist Monthly Family Peer Meetings
- (c) Monthly Children's Roundtable and TAY SOC Meeting

C.4 CRISIS MOBILE RESPONSE STABILIZATION SERVICES

C.4.1 The Mental Health Mobile Response Crisis Team engagement shall be initiated by a call to the Access Helpline (AHL) (888) 7 WE-HELP or directly to the Crisis Provider Hotline. Identification that the caller is in crisis (Prudent Lay Person standard as applied by Medicaid) and requires immediate crisis support. The Contractor's deployed Mobile Response Team "Team" shall provide the following:

- a) Complete an intake on all calls, triage the crisis for deployment, and deploy as appropriate.
- b) For all calls that the Team is not able to deploy on due to capacity, the Team will provide consultation, information, and ongoing follow up to ensure callers are provided supports which best meet the need. While providing follow up for calls **that were not** deployed on the Team will continue to assess to determine if a Team can be deployed to prevent any further crisis and/or disruption.
- c) The Team shall provide clear information to the caller on deployment availability and status, with estimated time for deployment. The Team shall respond to the scene of the child/Youth Mental Health crisis within one hour of the time the call detailed for sites within the District and up to One Hour and Forty Five Minutes of calls outside of the District and after hours within the scope of the Contract which is not to exceed 50 Miles from the District of Columbia.
- d) The Mobile Crisis Response Team will make every effort to engage parents and relevant providers affiliated with the youth.
- e) If the Mental Health Crisis call involves a child in the care and custody of CFSA, the Mobile Response Crisis Team shall coordinate collaborate with the assigned CFSA social worker as appropriate throughout the service episode and specifically in the following situations:
 - 1. Child/Youth at risk of placement disruption
 - 2. Child/Youth at risk of acute care hospitalization

- C.4.2 The Mobile Response Crisis Team shall assess the situation, determine if an FD-12 (emergency evaluation) is indicated and initiate that protocol as appropriate. Otherwise, the Mobile Response Crisis Team shall de-escalate the crisis and initiate stabilization services, to include:
- a. Assessment of the crisis situation
 - b. De-escalation and Stabilization
 - c. Crisis intervention and Problem solving
 - d. Access urgent care appointments
 - e. Coping skills enhancement
 - f. Develop Crisis and safety plans
- C.4.3 The Mobile Response Crisis Team shall provide support as medically necessary and appropriate according to Family/Youth need for stabilization and support.
- C.4.4 Within 24 hours of deployment or as deemed needed according to the Family/Youth need for stabilization and support the Mobile Response Crisis Team shall contact the Family/Youth and conduct a check in.
- C.4.5 Within 48-72 hours of deployment or as deemed needed according to the Family/Youth need for stabilization and support the Mobile Response Crisis Team shall conduct a Face to Face home visit with the Family/Youth.
- C.4.6 If the Youth is enrolled with a CSA, the Mobile Response Crisis Team shall notify the CSA within 24 hours and collaborate with the CSA to ensure follow up treatment.
- C.4.7 The Mobile Response Crisis Team shall engage with the CSA or other provider to assure transition to community support, Community Based Intervention (CBI) or other services are seamless from the Family/Youth's perspective.
- C.4.8 Within 48-72 hours if the Youth is not currently enrolled with a CSA, the Mobile Response Crisis Team shall communicate with the AHL to facilitate enrollment:
- With a new CSA, and
 - To initiate further assessment and corresponding treatment as clinically appropriate.
- C.4.9 The Mobile Response Crisis Team shall remain engaged with Family/Youth until other appropriate services/supports are fully engaged (meaning attended first appointment) and family has resources and skills to transition to a less intensive level of care. The Mobile Response Crisis Team will conduct due diligence in ensuring family is fully engaged accordingly.
- C.4.10 The Mobile Response Crisis Team will attend all urgent appointments set with the Physicians Practice Group

C.5 DISTRICT RESPONSIBILITIES:

- C.4.1 The Department of Behavioral Health (DBH) shall:
- a. Review resumes licenses and medical clearances of Contractors.
 - b. Conduct orientation sessions for Contractor's deployed staff consisting of supervised on-going job training.
 - c. Supply the Contractor with a weekly schedule detailing the number and designated location of staff needed at least one week in advance.

C.6 CONTRACTOR'S RESPONSIBILITY

- C.6.1 The Contractor is responsible for having and demonstrating an understanding of the work to be performed along with proposed services including a work plan, methodology experience, skills and qualified staff.
- C.6.2 The Contractor shall provide photo identification for each deployed staff to be utilized by DBH indicating and confirming their identity. The photo identification shall include the staff name and title/licensure.
- C.6.3 The Contractor shall maintain documents that each staff person possesses the required training, qualifications and competence to perform the duties to which they are assigned. **D.C. Government Employees are exempt from working under the Contract.**
- C.6.3.1 The Contractor shall maintain complete written job descriptions within the program and an individual personnel file for each staff person, which contains the application of employment, professional references, applicable credential/certifications, records of required medical examination, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Contractors actions with respect to the allegations along with the date shall be made available to the Contracting Officer (CO) upon request.

C.7 STAFF TRAINING AND EDUCATION

- C.7.1 The Contractor shall provide Mobile Crisis Team personnel as detailed in Section B who have specialized training in Crisis Management and intervention, mental health behavioral needs of adolescents, particularly children and adolescents in the foster care system. The Contractor shall provide documentation of such training.
- C.7.2 The Contractor shall adopt and implement an established Crisis Intervention Model that is consistent with best practices. The Contractor shall provide documentation of the model and identification of such best practices.
- C.7.3 The Contractor shall ensure that staff is adequately trained, coached and supervised, provided with training manuals and its operation shall rely on well-documented policies and procedures for administrative and general practice guidelines. The Contractor shall provide documentation of such training, policies and procedures.

C.7.4 The Contractor shall ensure that all Mobile Response Crisis Staff receive Formal Pre-Service and On-Going, In-Service Training, Clinical Supervision and regular consultation.

C.7.5 The Contractor shall ensure that all Mobile Response Crisis Staff receive training in a community debriefing model.

C.7.6 The Contractor shall ensure participation of Mobile Crisis Staff in any DBH identified training.

C.8 SPECIFIC REQUIREMENTS (Please Refer to Section F.4.2 for Deliverables)

C.8.1 The Contractor shall provide Mobile Response Crisis Team personnel as detailed in Section B who have specialized training in Crisis Theory, Risk Assessment and Crisis Intervention, consistent with best practices.

C.9 PROGRAM EVALUATION AND DATA COLLECTION

C.9.1 The Contractor shall provide monthly reports to the DBH Mental Health Program Manager for services rendered in the prescribed format that shall be provided upon Contract award. Monthly reports are to be analyzed and submitted Quarterly and Annually. Monthly Reports are due on the 10th of every month for the month prior. DBH shall use the reports to analyze responsiveness and effectiveness of the Crisis Mobile Response Team interventions with respect to achieving desired objectives.

C.9.2 DBH shall conduct periodic chart reviews to form the analysis. The Contractor shall provide all assistance requested by DBH and shall designate a staff lead to be the liaison with DBH personnel.

C.9.3 The Contractor shall participate in quarterly reviews or reviews as otherwise scheduled and conducted by DBH. See Deliverables Time Table in Section F.4, subsection F.4.2.

C.10 MONTHLY REPORTING ELEMENTS/ANNUAL PLAN

C.10.1 The Contractor shall submit reports of Mental Health Rehabilitation Services (MHRS) claims, denied and reimbursed services and reason for denial, and shall also report such other information as set forth below or such other information as requested by DBH:

C.10.2 The Contractor shall develop an Annual Plan comprised of annual Fiscal Year goals and objectives, which address service utilization trends, community needs, building capacity and continuous quality improvement. Year One Fiscal Year goals shall be submitted to DBH within 90 days of the execution of the Contract. Should Contract Option Years be exercised, goals and objectives shall be submitted upon execution of the Option Year. DBH and the Contractor shall mutually agree to the goals, objectives and continuous quality improvement planning processes. The Contractor shall submit quarterly and annual evaluation reports which document progress according to the Annual Plan.

- C.10.3 The Contractor shall include as a part of the Annual Plan the development of a social marketing plan that is updated annually to be provided to and approved by DBH which is designed to inform and educate the community (to include, e.g., local acute care facilities, local police and private child serving agencies. District of Columbia Public Schools (DCPS) and Public Charter Schools (DCPCS), Courts, D.C. Child Serving agencies, community recreational centers and neighborhood/community service organizations) about the available crisis services, referral process and scope of the Crisis Mobile Response services.
- C.10.4 The Contractor shall submit monthly, quarterly and annual evaluation reports which document the program outcomes (i.e., progress in achieving their proposed Goals and objectives, gradual expansion projections based on utilization trends and capacity needs). The Annual Report shall be submitted no later than with the Contractor's final invoice for the fiscal year.
- C.10.5 The Contractor shall submit monthly Services Utilization Reports that consist of but not limited to:
- total monthly calls,
 - responses and disposition (services provided/services refused/other)
 - number of deployments,
 - response time from time of call to deployment to arrival engagement with the child and family
 - number/percent of Children/Youth requiring FD-12 Authorizations
 - number of inpatient hospitalizations
 - number/percent of Children/Youth maintained in their current living arrangement
 - number/percent of Children/Youth requiring alternative placement arrangement/placement disruption.
 - number of urgent care appointments with Physicians Practice Group (PPG)
 - number of linkage/follow-up to CSA's
 - follow-up activities and status of outreach plan
- C.10.6 The Contractor shall demonstrate via client care that best practices are incorporated into the contractor's practice model, institutional values and philosophy. The Contractor shall document its demonstration of such compliance with best practices.
- C.10.7 The Contractor shall establish solid working relationships with all regional children's acute care inpatient facilities. Contractor shall report its progress on this item to DBH.
- C.10.8 The Contractor shall collaborate and partner with the D.C. Metropolitan Police Department for safety training and education on children mental health crisis. The Contractor shall report its progress on this
- C.10.9 The Contractor will meet with DBH on monthly basis or as requested to discuss program goals, outcomes, and data trends.

C.11 APPLICABLE DOCUMENTS

DOCUMENT TYPE	TITLE	DATE
Chapter 34, Title 22A of District of Columbia Municipal Regulations (DCMR)	Mental Health Rehabilitation Services (MHRS) Contractor Certification Standards	
Chapter 27, DCMR of District of Columbia Municipal Regulations (DCMR) Chapter 5	502 – Responsibilities of Private Entity	
Chapter 27, DCMR of District of Columbia Municipal Regulations (DCMR) Chapter 5	503 – Assessment of Information of Information from Criminal Background and Traffic Records Checks	

The Contractor shall meet all applicable Certification Requirements specified in DCMR Title 22A Chapter 34 regarding Contractor Certification Standards and in DCMR 27 Chapter 5 (502 – 503) regarding criminal background and traffic records checks.

C.12 STANDARD OF PERFORMANCE

The Contractor shall at all times act in good faith and in the best interests of the DBH, shall use his best efforts and exercise all due care required for children/youth and shall practice sound business judgment in performing the requirements, responsibilities and obligations under this Contract. The Contractor shall also, at all times, comply with DBH operations policies, procedures and directives while performing the duties specified in this Contract.

C.13 UNUSUAL INCIDENTS/REPORTS

- C.13.1 The Contractor shall immediately report any unusual incidents to the DBH Office of Accountability and assigned COTR with a Written Report, via an Unusual Incident Report Form (DHR 1234), within 24 hours. An unusual incident is an event, which affects staff (District employees or Contractors staff) or clients, which is significantly different or unusual than normal day-to day operations, to include e.g., any injury (whether or not medical treatment is provided), any unexplained absence of a client from a program, any physical, sexual, or verbal complaints from clients, families or visitors of clients, any requests for information from the press, attorneys, or Government Officials outside the Department of Behavioral Health.
- C.13.2 The Contractor shall report to DBH all unusual incidents in writing, including, e.g., allegations of abuse or neglect involving each client that is provided services or treatment by the Contractor. This call must be followed up by a written report to DBH with 24 hours of the Unusual Incident. If the Contractor has any question as to whether an incident or event is unusual and requires reporting, the Contractor shall report the incident or event.

C.14 SAFETY/SECURITY REQUIREMENTS

The Contractor shall adhere to the following Staff Security requirements:

- C.14.1 In accordance with D.C. Official Code 44-551 et. Seq., the Contractor shall conduct routine pre-employment Criminal Record Background checks of the Contractor's applicable staff and future staff that shall provide services under this Contract. The Contractor shall not employ and Staff in the fulfillment of the work under this Contract unless said person has undergone a Background Check to include a National Criminal Information Center Report. Contractor's supplied staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- C.14.2 The Contractor shall disclose to DBH through the Contract Administrator (CA), any arrests or convictions that may occur subsequent to employment. The CA shall report any convictions or arrests of the Contractor's employees to the DBH, which shall determine the employee's suitability for continued performance under this Contract.
- C.14.3 The Contractor shall certify receipt of medical clearance that each employee working under the Contract is free of communicable diseases. The Contractor shall not employ any staff to perform work under this Contract unless said employee has received a medical clearance. The Contractor is responsible for assuring that all deployed Staff meets annual Flu vaccine and TB health screening requirements at no cost to the District.
- C.14.4 The Contractor's Staff shall enter and leave DBH's operated or monitored facilities through an approved location designated by the CA or designee. Any employee presence on the Facility grounds during non-working hours is prohibited except as authorized by the CA. The District reserves the right to deny entry into the Facility to any Employee, Contractor or Sub-Contractor during investigations or suspected violations of the law or non-compliance to DBH rules and regulations.
- C.14.5 The Contractor shall instruct its Staff to immediately report to the DBH assigned Supervisory Clinical Staff any security or criminal violations the observe while on duty.
- C.14.6 **Compliance with Laws:** As a condition of the Providers obligation to perform for the District under this Contract, the Provider shall comply with all applicable federal and District laws, regulations, standards or ordinances and where applicable, any other clinical licensing and permit laws, regulations, standards or ordinances necessary for the lawful provision of the services required of the Contractor under this Contract.

C.15 STANDARDS OF RESPONSIBILITY

- C.15.1 The Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the Contractor shall submit the documentation listed below, within Five (5) Days of the request by the District.
- C.15.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract upon request by the Contracting Officer (CO)

- C.15.3 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.
- C.15.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- C.15.5 Furnish evidence of compliance with the applicable District Licensing, Tax Laws and Regulations.
- C.15.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- C.15.7 Furnish evidence of the necessary production, construction and technical equipment along with facilities or the ability to obtain them.
- C.15.8 If the Contractor fails to supply the information requested to the Contracting Officer, the CO shall make the determination of Responsibility or Non-Responsibility based upon available information. If the available information is insufficient to make a determination of Responsibility, the Contracting Officer shall determine the prospective Contractor to be Non-Responsible.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this 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, date July 2010.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6) of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

The District contemplates awarding a Fixed Unit Price Contract. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is One (1) Year from Date of Award with Four (4) One Year Options as specified in Section B.

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 (4) One-Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor 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 Contracting Officer 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 periods(s) 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 five (5) years.

F.3 DELIVERABLES

- F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the requirements described in Section C.
- F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue – 4th Floor
Washington, DC 20002
By email: DBH.ap@dc.gov

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO'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

Payments should be based upon Section B (Price and Cost Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- 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 contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any 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 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.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 (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Margaret T. Desper, CPPB
Supervisory Contract Specialist/Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health

64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-4082 – Office
Email: Margaret.Desper@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The CO 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 CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.9.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.9.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.6 The address and telephone number of the CA is:

Lisa E. Albury, LICSW, LCSW-C
Behavioral Health Program Manager
Child and Youth Clinical Practice Unit
Office of Programs and Policy
Child and Youth Services Division
64 New York Ave, NE, 364E
Washington, DC 20002
(202) 671-4083 Office

(202) 673-7502 Fax
lisa.albury@dc.gov

G.9.7 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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.

G.9.9 The Contactor shall submit billing to the patient's medical insurance for all emergency and non-emergency transport services for patients with ambulance transport coverage. D.C. Medicaid, Medicare and private insurance companies are included.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (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. 2015-4281, Revision 3, dated 04/08/2016 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

- H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).
- H.3.2 The Contractor shall not:
- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
 - (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent;

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

- H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14 of the SCP, Disputes.
- H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 RESERVED

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall be responsible for providing qualified personnel to perform the required services outlined in the Scope of Work.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration,

and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, 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 the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract 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 CO 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 CO. 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 require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO 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 CO with ten (10) days prior written notice in the event of non-payment of premium.

All required liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO 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.

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.

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.

4. 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: \$9,000,000 per occurrence, including the District of Columbia as additional insured. All liability coverages must be scheduled under the umbrella.
5. Professional Liability Insurance (Errors & Omissions)-EMT & Paramedics Liability-Medical Malpractice Liability. The Contractor shall provide Professional (Errors and Omissions), EMT & Paramedics, or Medical Malpractice Liability Insurance 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 \$2,000,000 annual aggregate.
6. 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 will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverage's for five (5) years following final acceptance of the work performed under this contract.

D. LIABILITY. These are the required minimum insurance requirements established by the District of

Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- E. **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.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- H. **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:

The Government of the District of Columbia
Attention:
Margaret T. Desper, CPPB
Supervisory Contract Specialist/Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE 2nd Floor
202-671-4082
Margaret.Desper@dc.gov

- I. **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 Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that 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) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;

- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision; and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 3, dated 4/8/2016
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.10	Department of Behavioral Health Policies and Rules (Double click on link) http://dbh.dc.gov/page/policies-rules
J.11	HIPPA Business Associate Agreement (Double click on link) http://ocp.dc.gov/publication/hipaa-business-associate-agreement

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 RESERVED

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m. EST, Wednesday, March 29, 2017** as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L.6.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are "late" and shall be considered only if they are received before the award is made and any of the following circumstances apply:
- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
 - b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or

- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than 7 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 7 days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.9 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.11 SIGNING OF BIDS

- L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.
- L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.11 OPTIONAL PRE-BID CONFERENCE

An optional pre-bid conference will be held at the Department of Behavioral Health, 64 New York Avenue, 2nd Floor, Room 218, Washington, DC 20002 at 1:00 PM on Wednesday, March 15, 2017. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as

clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov and on the DBH website at www.dbh.dc.gov

L.12 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.15 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.16 GENERAL STANDARDS OF RESPONSIBILITY

L.16.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.16.2 If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be non-responsible.

L.17 SPECIAL STANDARDS OF RESPONSIBILITY

L.17.1 RESERVED

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any bidder seeking 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, NW, Suite 850N
Washington DC 20001

M.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options 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 option years. Quantities to be awarded will be determined at the time each option is exercised.