

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES (CPS) 64 NEW YORK AVENUE NE, 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 81
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-14-RFP-TRS-XXX-BY4-SC
		5. DATE ISSUED: Wednesday, September 4, 2013
		6. OPENING/CLOSING TIME: September 4, 2013/ Tuesday, September 24, 2013 @12:00NOON (est)
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

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

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 120_calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON DBH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

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SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE**B.1 PURPOSE OF SOLICITATION**

The Government of the District of Columbia, Department of Behavioral Health ((DBH) or the District) is seeking a Contractor to provide up Transitional Residential Services (TRS) to individuals certified for a Transitional Community Residential level of care.

B.2 CONTRACT TYPE

The District contemplates making multiple awarded Firm Fixed Price Contracts resulting from this solicitation. The current level of service supports up to 12 individuals in need of Transitional Services. The Contract shall be for one Contract year and four (4) option years. In order to meet the current level of service the Offeror's proposed budget cannot exceed \$60.00 per consumer, per day. Annual continuation awards for Option years shall depend on the availability of funds, the Contractor's progress in meeting Contract requirements and timely submission of required data and reports. All Offerors are reminded that DBH cannot guarantee that sufficient funds shall be appropriated to fund services in future years, since funding is dependent on approval by the Council of the District of Columbia.

B.3 ORDERING PROCEDURES

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, a total of up to twelve (12) transitional residential services slots for individuals diagnosed as having a serious and persistent mental illness and/or who are homeless; who do not currently have a level of functioning that would allow them to live independently within the community and choose to live in a Contracted Transitional Residential Services Facility.

B.4 SUBCONTRACTING REQUIREMENTS

A Offeror responding to this solicitation must submit with its Proposal, a notarized statement detailing any subcontracting plan as required by law. **Offers in response to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000.00 at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.13.**

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B.5 SCHEDULE B - PRICING SCHEDULE

(A) Contract Line Item Number (CLIN)	(B) Services	(C) Maximum Quantity	(D) Unit	(E) Unit Price	(F) Extended Price
0001	Transitional Residential Facility Services, as outlined in Section C (Base Year)	___	Consumer Per Day	\$60.00	\$ _____
1001	Transitional Residential Facility Services, as outlined in Section C (Option Year One)	___	Consumer Per Day	\$60.00	\$ _____
2001	Transitional Residential Facility Services, as outlined in Section C (Option Year Two)	___	Consumer Per Day	\$60.00	\$ _____
3001	Transitional Residential Facility Services, as outlined in Section C (Option Year Three)	___	Consumer Per Day	\$ 60.00	\$ _____
4001	Transitional Residential Facility Services, as outlined in Section C (Option Year Four)	___	Consumer Per Day	\$60.00	\$ _____

GRAND TOTAL \$ _____

 Print Name of Offeror

 Print Name of Authorized Person

 Title

 Signature of Authorized Person

 Date

*** END OF SECTION B ***

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SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND/GENERAL REQUIREMENTS

- C.1.1** The Department of Behavioral Health (DBH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. The DBH provides emergency care and comprehensive mental health services and supports to District residents. More than 22,000 adults, children, and youth and their families are served each year through a network of community based providers and unique government delivered services. It operates at Saint Elizabeths Hospital, the Districts inpatient psychiatric facility, the Comprehensive Psychiatric Evaluation Program (CPEP), the Mental Health Services Division and a network of certified Core Service Agencies (CSA) that provide an array of community based mental health services. DBH is the State Mental Health Authority under District law.
- C.1.2** DBH is seeking Mental Health Community Residential Facility (MHCRF) providers with the ability to deliver services to adults and transitional age youth with a mental illness and substance use disorders or other co-occurring conditions who need highly structured residential supports and services in order to successfully live independently in the community. The successful Contractor shall demonstrate the ability to provide transitional residential support and services to Consumers enrolled in the public mental health system, diagnosed with a serious mental illness and in need of behavioral and psycho educational supports in order to make a successful transition to permanent supportive housing (PSH).
- C.1.3** The purpose of this type of residential program is to provide short term assistance and support to individuals with the potential to live independently but lack the essential skills necessary to move immediately to permanent supportive housing. The successful Contractor shall develop an individualized transition plan for each consumer enrolled in the program that assists him/her in developing the essential skills required to progress in his/her recovery and live in an integrated setting within the community. The intent is to enable individuals with serious mental illness to live a more normalized lifestyle.
- C.1.4** The maximum length of stay for consumers in the Transitional Housing program is one year. It is anticipated that that the process of transitioning the individual to the community shall occur within six (6) to nine (9) months of enrollment. The expectation is that the Contractor shall create an individualized Transition Plan for the consumer upon admission. The Contractor shall be required to provide the necessary support to ensure a successful transition to independent living by the conclusion of the one-year enrollment period. The Contractor shall be able to bill for transition services until the date upon which the consumer is discharged from the program.

C.2 MISSION AND PHILOSOPHY

The purpose of this effort is to provide culturally and linguistically appropriate transitional residential supports and services to severe and persistently mentally ill Consumers in the least restrictive environment. The philosophy of DBH is that Consumer choice is a primary determinant of residential placement decisions. Contract Mental Health Transitional Residential Services Facilities must be designed to support a recovery focus. The goal is to assist Consumers to become fully integrated into their community. Transitional Residential placements are intended to be temporary, with an average length of stay of six months to one year. For this reason, the Contractor must continuously assess and document the need for a Contracted Mental Health Transitional Residential Services Facility placement and proactively plan for less intensive levels of residential care in partnership with the individual.

C.3 APPLICABLE DOCUMENTS

The following are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
(a)	Chapter 34, Title 22A of the DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2011
(b)	Chapter 38, Title 22 of the DCMR	Community Residence Facilities for Mentally Ill Persons	1995
(c)	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
(d)	DMH Policy 300.1D	Level of Care Utilization System (LOCUS/CALOCUS) Evaluations	2012

C.4 DEFINITIONS

C.4.1 Core Services Agency (CSA) – A CSA shall be a community-based provider of mental health services and mental health supports that is certified by DBH and that acts as a clinical home for Consumers of mental health services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services, and access to other needed services. D.C. Official Code § 7-1131.02 (3).

C.4.2 Consumer - Adults, children, or youth who seek or receive mental health services or mental health supports funded or regulated by DBH. D.C. Official Code § 7-1131.02 (2).

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- C.4.3 Diagnostic and Statistical Manual of Mental Disorders (DSM-IV)** - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).
- C.4.4 District of Columbia Municipal Regulations (DCMR)** - The Official code of permanent rules and statements of general applicability and legal effect promulgated to Executive department sand agencies and by independent entities of the Government of the District of Columbia.
- C.4.5 Diagnostic/Assessment** – An intensive clinical and functional evaluation of a consumer's mental health condition that results in the issuance of a Diagnostic/Assessment report with recommendations for service delivery and may provide the basis for the development of the IRP. A Diagnostic/Assessment shall determine whether the consumer is appropriate for and can benefit from MHRS, based upon the consumer's diagnosis, presenting problems and recovery goals. Diagnostic/Assessment is a core service. 22A DCMR 3499.1.
- C.4.6 Diagnostic/Assessment Report** - The report prepared by the Diagnostic/Assessment Team that summarizes the results of the Diagnostic/Assessment service and includes recommendations for service delivery. The Diagnostic/Assessment Report is used to initiate the IRP and, if necessary, the ISSP. 22A DCMR 3499.1
- C.4.7 Director/ACCO - DBH Director, Contracts and Procurement/Agency Chief Contracting Officer.** See Section G.1. The term Director/ACCO and Contracting Officer are used interchangeably in this solicitation.
- C.4.8 Individualized Recovery Plan (IRP)** – a Individual Recovery Plan for adult consumers, which is the result of the Diagnostic/Assessment. The IRP is maintained by the Consumer's CSA. He IRP includes the Consumer's recovery goals, strengths, challenges, objectives and interventions. The IRP is based on the Consumer's identified needs as reflected by the Diagnostic/Assessment, the Consumer's expressed needs, and the referral information. The IRP shall include a statement of the specific, individualized objectives of each intervention, a description of the interventions and specify the frequency, duration and scope of each intervention activity. The IRP is the authorization of treatment, based upon certification that MHRS are medically necessary by an approving practitioner. (22A DCMR 3499.1)
- C.4.9 LOC-Level of Care** refers to intensity of services with required features (e.g., MHRS type of service-as applicable, location and housing recommendation).
- C.4.10 LOCUS-Level of Care Utilization System and Child and Adolescent Level of Care Utilization System (CALOCUS)** refers to clinical evaluations tools that are utilized to determine level of care (LOC) and medical necessity for adults and children and youth respectively. (See DMH Policy Number 300.1D Level of Care Utilization System (LOCUS/CALOCUS) Evaluations).

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- C.4.11** **Mental Health Transitional Residential Facility (MHTRF)** - A mental health CRF shall be a publicly or privately owned residence that houses individuals, 18 year or older, with a principal diagnosis of mental illness and who require twenty-four (24) hours per day/seven (7) days per week on-site supervision, personal assistance lodging, along with meals and who are not in the custody of the District of Columbia Department of Corrections.
- C.4.12** **Mental Health Rehabilitative Services (MHRS)** - Mental health rehabilitative or palliative services provided by a DBH-certified community mental health provider to consumers in accordance with the District of Columbia State Medicaid Plan, the MAA/DBH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1
- C.4.13** **Permanent Supportive Housing**-Decent, safe and affordable community based housing that provides tenants with the rights of tenancy under state and local tenant landlord laws and is linked to voluntary flexible supports and services designed to meet tenant's needs and preferences.
- C.4.14** **Provider in Good Standing** - Current facility licenses, as required; MHRS certification is current; up to date corrective action plans, if applicable; no outstanding notices of infractions; and a failure rate for audit results that is within acceptable limits.
- C.4.15** **Supported Employment:** A system of support for people with disabilities in regards to ongoing employment in integrated settings. Supported employment provides assistance such as job coaches, job development, job retention, transportation, assistive technology, specialized job training and individually tailored supervision. Supported Employment often refers to both the development of employment opportunities and on-going support.
- C.5** **TRANSITIONAL RESIDENTIAL SERVICES FACILITY CONTRACTOR REQUIREMENTS**
- C.5.1** The contractor shall meet the following requirements prior to commencing performance under the contract, and for the duration of the contract:
- C.5.1.1** Maintain a Mental Community Residential Facility (MHCRF) License issued through the DMH Office of Accountability/Division of Licensure.
- C.5.1.2** Maintain current DMH Certification as a Core Service Agency.
- C.5.1.3** Own or operate the facility or facilities that the contractor shall use to provide transitional housing.
- C.5.1.4** Comply with contract monitoring and evaluation activities required by DMH or its designee.
- C.5.1.5** Maintain a staff to consumer ratio of 1:10, sixteen (16) hours per day or when consumers are awake;

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- C.5.1.6** Maintain compliance with responsibility criteria outlined in 27 DCMR 2200.4, including but not limited to maintaining good standing with all District regulatory agencies, and have no outstanding debts to the District;
- C.5.1.7** Have no record of false or fraudulent statements or conduct in dealing with the District;
- C.5.1.8** Maintain current MHRS certification from DBH; and
- C.5.1.9** Shall agree to comply with DC Code 44-1001.01 (2005) Chapter 10 Nursing Homes and Community Residence Facilities Protections and any applicable laws and regulations.

C.6 **SPECIFIC TRANSITIONAL RESIDENTIAL SERVICE AND SUPPORT REQUIREMENTS**

- C.6.1** The Contracted Mental Health Transitional Residential Services provider shall perform the following services for Consumers:
 - C.6.1.1** Provide individualized mental health services and supports to residents as required by their Individual Recovery Plan (IRP);
 - C.6.1.2** Assess each individual upon admission to determine which independent living skills the person needs to develop or increase in order to successfully move to independent living within a supportive housing arrangement;
 - C.6.1.3** Develop a Transition Plan in coordination with the Consumer and the Consumer's treatment team on the day of admission that clearly delineates the specific transition goals and objectives to be achieved to support independent living; the activities that will be conducted to assist the consumer in achieving identified goals and objectives and the timeframe for achieving them. **Placement in the Transitional Housing Program shall not exceed one year.**
 - C.6.1.4** The Contractor shall assure that individuals have access to needed community resources and supports. The Contractor shall coordinate service to include, but not limited to, access to and application for financial benefits; referral to services and supports such as housing subsidy assistance, supported employment, day treatment, drug/alcohol treatment; and special needs support (language, sight, mobility).
 - C.6.1.5** The full spectrum of MHRS shall be available to the Consumer from either the Contractor and/or the Core Service Agency (CSA).
 - C.6.1.6** The Contractor shall establish a process for on-going communication to support transition planning and implementation with the consumer and the CSA. Formal communication to discuss the individual's transition status shall include: (1) the identification of any barriers to transition and strategies to overcome them (2) mental health services and other supports required to live independently (3), status of the

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individual's ability to establish a social support network and (4) anticipated date upon which the individual shall transition into supportive housing.

C.6.1.7 Services shall be responsive to the unique ethnic, racial and cultural needs of the Consumers served.

C.6.2 The Contractor shall have the capacity to provide the following:

C.6.2.1 Regular team meetings with the consumer, the clinical treatment team and members of the consumer's support system to coordinate services, plan and implement the individual's transition plan. This includes establishing regular communication and planning activities to obtain input and support from peer supports, Critical Time Intervention (CTI) team members, the consumer's CSA, family and/or social support network or others identified to support the implementation of the individual's transition to the community.

C.6.2.2 Any in-home activities such as skill building, activities of daily living, functional assistance, training and support services that meet the criteria for community support must be billed as community support.

C.6.3 The Contractor shall provide non-MHRS eligible services and transitional supports to promote independent living skills using funds allocated through this contract.

C.6.4 The Contractor shall ensure that staff possesses the requisite skills to provide the specific intervention strategies outlined in the Transition Plan.

C.6.5 The Contractor shall monitor medical, behavioral, social integration skills and psychiatric status of consumers and inform CSAs of progress and changes that must be addressed to support the person's ability to transition successfully to the community.

C.6.6 The contractor shall maintain a clinical record that includes, at a minimum, the consumers Community Residential Facility Certification Review Team (CRT) Level of Care Certificate, a current IRP and progress notes.

C.7 **ACCESS TO TRANSITIONAL HOUSING PROGRAM**

C.7.1 All Transitional Housing under this contract shall be located in the District of Columbia.

C.7.2 Certification for this level of care shall be determined by the CRF Certification Review Team (CRT). Applications for this level of care must be requested by the treatment team on behalf of the consumer and approved by the CRT.

C.7.3 The Contractor shall develop and implement a written plan to facilitate access to Consumers who are not enrolled with their Agency. DMH Core Service Agencies shall have equal access to Transitional Housing under this contract. The prospective

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Contractor shall submit a copy of the proposed Access Plan with the response to this solicitation.

C.7.4 The length of stay in a Transitional Housing placement is expected to be no longer than 12 months. Approval for monthly extensions beyond this time period shall be requested in writing from the Director of Adult Services.

C.7.5 The Contractor shall provide written justification and obtain prior approval to reject a consumer from the program. The Director of Adult Services shall maintain final decision making authority regarding these requests.

C.7.6 The Contractor shall allow Consumers who are hospitalized or absent from the Facility for a period less than 30 days to return to the residence in accordance with Chapter 38, Title 222 of the D.C. Municipal Regulations for Community Residence Facilities for Mentally Ill Persons.

C.8 **ELIGIBILITY CRITERIA FOR A CONSUMER'S ADMISSION TO A CONTRACTED MENTAL HEALTH TRANSITIONAL RESIDENTIAL SERVICES FACILITY**

C.8.1 The eligibility criteria for Contract Mental Health Transitional Residential Services Facility placements are as follows:

C.8.1.1 Consumer must be age 18 years or older.

C.8.1.2 Consumers has a serious and persistent mental illness with a primary Axis I or II diagnosis. Consumers with co-occurring substance use disorders are eligible.

C.8.1.3 Consumer must be linked to a DMH Core Services Agency and have an assigned community support worker (CSW).

C.8.1.4 The Consumer's desire to participate in a Contracted Transitional Residential Services placement shall be documented in the person's Individual Recovery Plan (IRP). The documentation shall affirm that the Consumer understands that this is a temporary placement and agrees to participate in "step-down" supports as part of a plan to move to permanent supportive housing.

C.8.1.5 The consumer agrees to move to a less restrictive environment within the one-year timeframe.

C.8.1.6 The consumer chooses a Contracted Transitional Residential Services Program as his/her housing option.

C.8.1.7 The Consumer desires to develop additional functional life skills to live safely in a more independent community setting.

C.9 **SERVICE PLANNING**

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- C.9.1** All Consumers must have a current IRP and a Transition Plan. The IRP shall specify the need for a Contracted Mental Health Transitional Residential Services placement.
- C.9.2** The Contractor shall develop and implement a Transition Plan that includes the following:
 - C.9.2.1** The specific goals and objectives designed to assist the Consumer in obtaining the necessary skills to become more independent with the ability to live in the least restrictive environment in the community;
 - C.9.2.2** A description of the specific transitional residential services and supports to be delivered to the Consumer;
 - C.9.2.3** The criteria that shall be utilized to determine when the Consumer is ready for a less restrictive community placement; and
 - C.9.2.4** The process that shall be used to make that determination in collaboration with the Consumer and the Consumer's treatment team.
- C.9.3** The Transition Plan shall be monitored monthly and adjusted as necessary to reflect the goals, support needs and progress of the Consumer.
- C.9.4** The Contractor shall ensure that staff employed under this contract has knowledge and ability to integrate mental health recovery concepts in the transition planning process.
- C.9.5** The Contractor shall submit a monthly status report on consumers enrolled in service that contains the data required in Section F.4.1 and a monthly invoice to the Contract Officer's Technical Representative (COTR).
- C.10** **PERFORMANCE INDICATORS**
 - C.10.1** DMH shall assess the performance of the Contractors who receive awards using the quality indicators for transitional residential programs on an annual basis. The specific measures that shall be used to assess performance shall be:
 - C.10.1.1** Percentage of consumers assessed regarding to determine transition services and support needs within 30 days of admission;
 - C.10.1.2** Number of consumers enrolled in the program with an individualized Transition Plan signed by the consumer, CSA representative and Transition Services Program staff;
 - C.10.1.3** The percentage of consumers with individualized Transition Plans that have been reviewed and revised at least monthly in collaboration with the consumer, CSA

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representative, members of the individual's social support network (as appropriate) and the Transitional Services Program staff;

C.10.1.4 Number of individuals that are successfully discharged from the program within one year of admission; and

C.10.1.5 Quarterly results on the Consumer Satisfaction Survey to be developed and administered by the Contractor.

C.10.2 Any information requested by DMH staff concerning the person's care and/or treatment shall be provided within the requested timeframe. This information shall be provided no later than the close of the next business day following the date of request if required to meet court deadlines or other legal requirements.

C.11 **LOCATION OF SERVICES**

Twenty-four (24) hours a day, seven (7) days per week Contracted Mental Health Transitional Residential Services shall be provided in the Contractor's facility which must be owned or operated by the Contractor. All facilities must be located within the District of Columbia.

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

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SECTION D

PACKAGING AND MARKING

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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, dated March 2007. (Attachment J3.)
- D.2** The Contractor shall be responsible for all posting and mailing fees connected with the performance of this Contract.

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

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SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

- E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/
Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services
Contracts dated March 2007 (Attachment J.3)**
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (To open, “right click on mouse,” select “open hyperlink
select “OK”)

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

- E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor’s invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3 The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.
- E.2.4 In case of non-performed work, DBH shall:
- E.2.4.1 Deduct from the Contractor’s invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract;
- E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DBH; and
- E.2.4.3 DBH may, at its option, perform the Contracted services by the DBH personnel or other means.

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

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

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

E.3 TERMINATION FOR CONVENIENCE

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice;

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract;

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination;

E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations;

E.3.2.5 With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause;

E.3.2.6 Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information;

E.3.2.7 Complete performance of the work not terminated; and

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E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E-4 TERMINATION FOR DEFAULT

E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

E.4.1.1 Perform the services within the time specified in the Contract or any extension; or

E.4.1.2 Make progress as to endanger performance of the Contract; or

E.4.1.3 Perform any of the other material provisions of the Contract.

E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

E.4.3. If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

E.4.5 If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.

E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.

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E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.

E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.

E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)/TERM OF CONTRACT

The Period of Performance of the Contract shall be from Date of Award for One Calendar Year.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of the Contract for a period of four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option to this Contract is at the sole and absolute discretion of DBH while being subject to the availability of funds at the time of the exercise of the option and satisfactory performance by the Contractor on this Contract. The Contractor may waive the thirty (30) day preliminary notice requirement by proving a written waiver to the Contracting Officer prior to expiration of the Contract.

F.2.1 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.2 The price for the option period shall be as specified in the Contract.

F.2.3 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed FIVE (5) years.

F.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

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F.4 DELIVERABLES

F.4.1 The Contractor shall provide the deliverables to the Contracting Officer’s Technical Representative (COTR) for this procurement as outlined in Section G.5. Monthly reports shall be submitted no later than the 10th day of each month in a format to be provided by DBH following the Contract award.

Resident List	Resident Movement/ Relocations	Temporary Out-of- Residence Placements	Discharges	Unusual Incidents	Service Report	Residential Assessment	Actual and Anticipated Vacancies during the Reporting Period
Consumer Name	Consumer Name	Consumer Name	Consumer Name	Consumer Name	Service Date	Consumer Name	Male and Female
Admission Date	Date of Relocation	Exit Date	Discharge Date	Incident Date	Service Type	Timeframe for Transitioning to More Independent Living	Location
Date of Birth	Reason	Reason	Reason	Incident Type	Number of hours	Number of Consumers who have moved to a different level of care, including the date which they left the facility and the location of their new residence.	
Gender	New Location	Out-of-Residence Location		Resolution/ Action	Location	Number of new admissions and referral source	
eCura ID		Return Date					
CSA							
CSW							
Housing Liaison							
Referral Source							

F.4.2 The Contractor shall submit to the District, as a deliverable, the reports described in Section H.6 of this Contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

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

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Contracts shall be entered into and signed on behalf of the Department of Behavioral Health (DBH) only by the DBH Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO). Correspondence or inquiries related to this contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue – 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract for Transitional Residential Services. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this contract individuals working under this contract for DBH are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal services contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/ACCO, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the contract objectives.

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By accepting this order or contract the Contractor agrees, that the District, at its discretion, after completion of order or contract period, may hire an individual who is performing services as a result of this order or contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

G.3.1 Any changes, additions or deletions to this contract shall be made in writing by a formal Modification to this contract and shall be signed by the Director/ACCO **only**.

G.3.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.3.3 In the event that the Contractor effects any changes at the instruction or request of any person other than the Director/ACCO, the changes shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond September 30, 2014. DBH's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this contract beyond September 30, 2014, until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Fiscal Officer (ACFO).

G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Director/ACCO shall designate a COTR who shall, among other duties relating to this contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this contract and make recommendations to the Director/ACCO. The COTR shall also review, approve and sign all invoices prior to payment by DBH. The COTR for this procurement is:

Estelle J. Richardson
Residential Ombudsman
Department of Behavioral Health
Office of Programs and Policy
64 New York Ave, NE, 3rd Floor
Washington, DC 20002
Telephone: 202-671-3152
Fax: 202-671-1930
Email: estelle.richardson@dc.gov

G.6 SUBMISSION OF INVOICE

The Contractor shall submit an original and three copies of the invoice to the Department of Behavioral Health, Accounts Payable Office at 64 New York Avenue, NE, 4th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's Invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 THE QUICK PAYMENT CLAUSE**G.7.1 Interest Penalties to Contractors:**

G.7.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 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.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any Thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.7.2 Payments to Subcontractors:

G.7.2.1 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 a contract:

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

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G.7.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any Thirty (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.7.2.4 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.8 **CERTIFICATION OF INVOICE**

COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Fiscal Officer (CFO) within Five (5) working days after receipt of a satisfactory invoice.

G.9 **PAYMENT**

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

G.10 **RESPONSIBILITY FOR AGENCY PROPERTY**

G.10.1 The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in contractor's custody during the performance of services under this contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors.

G.10.2 The Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director/ACCO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and

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cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

G.11 ASSIGNMENT OF PAYMENTS

G.11.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract, to a bank, trust company or other financial institution.

G.11.2 Any assignment shall cover all unpaid amounts payable under this Contract and, shall not be made to more than one party.

G.11.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to:

(Name and address of Assignee)

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

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of **\$200 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 13, dated 09/19/2013, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time 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 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

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

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

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.

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- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DBH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DBH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.3.4 Obligations of DBH

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

H.3.5 Permissible Requests by DBH

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

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DBH to the Business Associate, or created or received by the Business Associate on behalf of DBH, is destroyed or returned to DBH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DBH's knowledge of a material breach of this Section H.3 by the Business Associate, DBH shall either:

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- (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DBH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DBH shall report the violation to the Secretary.
- (c) Effect of Termination.
1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DBH, or created or received by the Business Associate on behalf of DBH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
 2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DBH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DBH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.3.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DBH to comply with the Privacy Rule.

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H.4 **AUDITS, RECORDS, AND RECORD RETENTION**

- H.4.1 At any time or times before final payment and three (3) years thereafter, the Director/ACCO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Director/ACCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.4.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.4.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.4.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Director/ACCO.
- H.4.5 Persons duly authorized by the Director/ACCO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.4.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.5 **PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.6 **FREEDOM OF INFORMATION ACT**

- H.6.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract

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is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.7.1 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.7.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

H.7.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.7.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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H.7.5 The submission of the Contractor's Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.7.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.7.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.7.6.

H.7.6 The Director/ACCO may waive the provisions of section H.7.4 if the Director/ACCO finds that:

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

H.7.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.7.5 and H.7.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.7.4 or whether a waiver of compliance pursuant to section H.7.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.7.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.7.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the Director/ACCO pursuant to this section H.7.8.

H.7.9 The provisions of sections H.7.4 through H.7.8 do not apply to nonprofit organizations.

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

H.8.1 During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.9 **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

H.9.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.10 **WAY TO WORK AMENDMENT ACT OF 2006**

H.10.1 Except as described in H.10.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.10.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.10.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.10.4 The DOES may adjust the Living Wage annually and OCP will publish the current living wage rate on its website at www.ocp.dc.gov .

H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J.8 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.8 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.10.6 The Contractor shall maintain its Payroll Records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.11 CONTRACTOR LICENSE/CLEARANCES

H.11.1 The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.12 COST OF OPERATION

H.12.1 All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

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H.13 **MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

- H.13.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.13.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.13.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.13.3 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.13.1 and H.13.2.
- H.13.4 The purpose of following information being provided is to help prospective bidder/offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors. Click on the following link <http://dslbd.dc.gov>, and on the left side of page, select "Doing Business in the District of Columbia," scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form to complete and submit online to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from web link in **Section J.10 on Page 50** of this solicitation.
- H.13.5 **Subcontracting Plan**
- H.13.5.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.13.1. The prime Contractor responding to this solicitation which is required to subcontract shall be **required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD.** Each subcontracting plan shall include the following:
- H.13.5.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

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- H.13.5.3A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.13.5.4The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
- H.13.5.5The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.13.5.6A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.13.5.7In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.13.5.8Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.13.5.9A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.13.5.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.13.6 **Subcontracting plan Compliance Reporting**

- H.13.6.1If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.13.6.2The dollar amount of the Contact or procurement;
- H.13.6.3A brief description of the goods procured or the services contracted for;

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H.13.6.4 The name of the business enterprise from which the goods were procured or services contracted;

H.13.6.5 Whether the subcontractors to the Contract are certified business enterprises;

H.13.6.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.13.6.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.13.6.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.13.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.13.7.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.13.7.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.13.7.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

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SECTION I

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.3), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

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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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

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

I.9 THIS SECTION IS RESERVED FOR FUTURE USE

I.10 CONTINUITY OF SERVICES

I.10.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 INSURANCE

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

I.11.1 **Bodily Injury:** The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.2 **Property Damage:** The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.11.3 **Workers' Compensation:** The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its

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other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

- I.11.4** **Employer's Liability:** The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.5** **Automobile Liability:** The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.11.6** **Professional Liability:** The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.11.7** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.
- I.12** **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. An award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.
- I.13** **THIS SECTION IS RESERVED FOR FUTURE USE**
- I.14** **ORDER OF PRECEDENCE**
 - I.14.1** A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this Contract that are incorporated by reference and are a part of the Contract:
 - I.14.1.2** Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement) (Attachment J.1)
 - I.14.1.3** Wage Determination No. 05-2103, Rev. 13, dated June 19, 2013 (Attachment J.2)

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- I.14.1.4** Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.3)
- I.14.1.5** Sections A through M of this Contract Number: RM-14-RFP-TRS-XXX-BY4-SC
- I.14.1.6** Best and Final Offer BAFO
- I.14.1.7** Request for Proposal Submission
- I.14.1.8** DBH Policies and Rules
- I.14.1.9** Request for Proposal

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

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PART I: THE SCHEDULE
SECTION J
WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- J-1 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) **(22 PAGES)**
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/DixonSettlementAgreement.pdf>
- J-2 Wage Determination No. 2005-2103 (Revision 13) June 19, 2013 **(10 PAGES)**
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=13> (Double click on link)
- J-3 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Double click on link") **(27 PAGES)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
- J-4 Tax Certification Affidavit (Double click on link) **(1 PAGE)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf
- J-5 Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES)** (Double click on link)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf
- J-6 First Source Agreement **(9 PAGES)**
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)
- J-7 Bidder/Offeror Certificate Form **(5 PAGES)** (Double click on link)
http://ocp.dc.gov/DC/OCP/Publication%20Files/Bidder-Offeror_Certification_Form.xls
- J-8 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) **(2 PAGES)**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf> (Double click on link)
- J.9 Department of Mental Health Policies and Rules <http://dmh1.dc.gov/node/240592>
(Double click on link)
- J.10 Mandatory Subcontracting Plan Requirements <http://dslbd.dc.gov>
- J.11 Locus Level of Care Descriptions (Attachment at end of Section J)
- J.12 Budget Summary and Narrative (Attachment at end of Section J)

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The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.

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

ATTACHMENT J.11**LOCUS LEVEL OF CARE DESCRIPTIONS**

The LOCUS Level of Care is being used by DBH to differentiate reimbursement rates for Consumers receiving active Residential Services, not to pre-determine what Residential Services an individual Consumer shall need. The LOCUS covers six life dimensions and serves as a guideline for clinical teams rather than a definitive service identification tool. The difference in services provided at each LOCUS level is most often one of service intensity rather than type or category of service. Therefore, the following "descriptions" of level of care needs of the different LOCUS levels shall be general, shall address more than just "residential" related services and shall primarily include differing intensity of services.

The LOCUS levels correspond to the following residential service categories: Residential Services (LOCUS Five and Six); Transitional (LOCUS Level Four); formerly Supported Independent Living Plus (LOCUS Level 3) and Supported Independent Living (always referenced as SIL) and negotiated reduced fees to reflect the lower intensity of required supervision, reduction in the number of required slots (beds) and the reduction in cost.

Level Three:

This level is for the client that needs more intensive attention, structure, and contact, usually several days per week, for several hours per day. The requirements for the care environment are not significantly more complex than other outpatient services. However, there shall be greater capacity to provide clinical services, and greater availability of clinicians. Case management is something that is used more extensively at this level of care. Mobile service capability, day care, and rehabilitation services are often part of the treatment plan at this level as well.

Level Four:

This level of care refers to services provided to Consumers capable of living in the community either in supportive or independent settings, but whose treatment needs require intensive management by a multi-disciplinary treatment team. For those Consumers in Residential Services, there is clear evidence that he/she continues to benefit from 24-hour structured Residential Services and is progressing towards more independent living. It may be that the person requires monitoring and/or prompting to complete some independent living skills and is learning additional needed skills, or he/she requires intensive supervision due to an acute manifestation of psychiatric symptoms (among many examples). Community Support services should be integrated with the on site treatment team. Liaison with mutual support networks and individual groups, facilitation of recreational and social activities, and coordination with educational or vocational programming shall also be available according to the person's needs.

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Level Five:

This level of care has traditionally been provided in non-hospital, free-standing facilities based in the community. Consumers may demonstrate poor self-preservation skills, independent living skills, or reality testing (among many other examples). At a minimum, Consumers require direct supervision of activities of daily living and custodial care may be provided to designated populations at this level. Staff shall facilitate recreational and social activities and coordinate interface with educational and rehabilitative programming provided offsite. Community Support services shall be integrated with the on site treatment team. Liaison with mutual support networks and individual groups, facilitation of recreational and social activities, and coordination with educational or vocational programming shall also be available according to the person's needs.

Level Six:

This is the most intense level of care of the LOCUS continuum. Level six services have traditionally been provided in hospital settings, but could be provided in free-standing non-hospital settings with appropriate supports. The clinical team shall need to maintain an active status in the Consumer's daily life. Persons needing this level of care often need intensive supervision due to acute and severe psychiatric symptoms, however, other factors could contribute to this level of need. Often a short-term, very intensive team approach is needed to support a person at this level of need.

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ATTACHMENT J. 12

BUDGET PACKAGE
Page 1 of 2

Contractor: _____

PRICE PROPOSAL

The proposed number of Mental Health TRF units to be provided: _____

The proposed per Consumer daily rate for providing Mental Health TRF services and supports:
 \$ _____.

(REMINDER: All costs reimbursable under MHRS shall be excluded from the Contractor's daily rate calculation.)

BUDGET SUMMARY (Page 1 of 2)

	Cost	Total Costs
Personnel		
Total Salaries		
Total Fringe Benefits		
Supplies		

Equipment (Please Itemize)		
Other (Please Specify)		
	Total	

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ATTACHMENT J. 12

BUDGET NARRATIVE (Page 2 of 2)

Please write a brief narrative to support the proposed budget in the space provided. Please use additional sheets if necessary.

1. Personnel:

Position Title	Functions	Certification/ Licensure (if any)	% o f Time/FTES

2. Supplies:

3. Equipment:

4. Other

Chief Executive Officer:

Telephone Number:

E-mail Address

Chief Financial Officer:

Telephone Number:

E-mail Address

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SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

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

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts, dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-

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85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION – REFERENCES SCP CLAUSE 13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7

http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf

Each Offeror shall check one of the following:

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

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

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

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
 - 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

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- 2) (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

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

L.1.2 INITIAL OFFERS

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Electronic mail (e-mail), telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. **RM-14-RFP-TRS-XXX-BY4-SC** (*insert title and name of Offeror*)".

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

L.2.3 TECHNICAL PROPOSAL

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

L.2.3.1.1 Service philosophy;

L.2.3.1.2 The number of Consumers to be served;

- L.2.3.1.3** The number of facilities and locations where Consumers shall reside;
- L.2.3.1.4** How services shall be coordinated with the Core Services Agency, including how the specific residential services and supports shall be integrated in the IRP, including specific examples of the specific types of residential services and supports to be provided to Consumers living in the Mental Health TRF;
- L.2.3.1.5** The approach that shall be used to ensure that the residential services program staff are in place and to maintain staffing ratios of 1:10, sixteen (16) hours per day or when consumers are awake.
- L.2.3.1.6** The approach that shall be used to develop a Transition Plan to ensure that the goal of moving Consumers to more independent living is being actively pursued and monitored monthly, including a description of the core components of the plan;
- L.2.3.1.7** The approach that shall be used to ensure that DBH Consumers throughout the provider network have equal access to the contracted mental health residential services. This shall include how the Contractor accepts referrals from a variety of sources, including but not limited to inpatient psychiatric facilities, medical and rehabilitation facilities, jails and prisons, substance abuse and other residential treatment facilities, nursing homes, homeless shelters, and across the DBH provider network;
- L.2.3.1.8** The approach that shall be used to engage and maintain the involvement of Consumers in planning and assessing the residential services to be provided;
- L.2.3.1.9** How the effectiveness of the services being provided shall be evaluated;
- L.2.3.1.10** The approach that shall be used to ensure that billing for contracted mental health residential services is separate and distinct from MHRS, services, especially Community Support;
- L.2.3.1.11** The approach that shall be used to ensure that contracted mental health residential services invoicing shall be monitored as dollars are being spent and unused dollars are de-obligated;
- L.2.3.1.12** The approach that shall be used to ensure the timely billing of services rendered (by the 10th day of month following the end of the billing period);
- L.2.3.1.13** The general topics that shall be addressed in the annual Training Plan to ensure staff competency in providing residential services to adults with serious mental illnesses and cultural competency, including a description of the approach that shall be used to develop and implement the annual Training Plan;

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- L.2.3.1.14** The management strategies that shall be implemented to ensure compliance with the monthly reporting requirements; and

- L.2.3.1.15** The approach used to ensure compliance with the performance improvement monitoring and quality indicators for residential services.

- L.2.3.2** Offeror shall also complete the following documents and submit them along with its Technical Proposal:
 - L.2.3.2.1** Solicitation, Offer and Award form (See Section L.9, below);
 - L.2.3.2.2** Attachment J.4 of solicitation, Tax Certification Affidavit
 - L.2.3.2.3** Attachment J.5 of solicitation, Equal Employment Opportunity Package
 - L.2.3.2.4** Attachment J.6 of solicitation, First Source Employment Agreement
 - L.2.3.2.5** Attachment J.7 of solicitation, Bidder/Offeror Certification Form
 - L.2.3.2.6** Attachment J.10 of this solicitation, Subcontracting Plan Requirement
 - L.2.3.2.7** Section K of this solicitation, Representations, Certifications and Other Statements of Offeror
 - L.2.3.2.8** The names, address, phone numbers and e-mail addresses of no more than three (3) government agencies/points of contact for which Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)
 - L.2.3.2.9** Any document required by Section C or Section L.19 of this solicitation.

- L.2.4** **PRICE PROPOSAL**
 - L.2.4.1** Offerors shall complete Section B.4, Pricing Schedule and Attachment J.12, Budget Package. All costs reimbursable under MHRS shall be excluded from the Contractor's daily rate calculation.

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

L.3.1 PROPOSAL SUBMISSION

Proposal must be submitted no later than Tuesday, September 24, 2013 at 12:00NOON (est) to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-14-RFP-TRS-XXX-BY4-SC.

Government of the District of Columbia
Department of Behavioral Health
Contracting and Procurement Services
64 New York Avenue, N.E. – 2nd Floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer

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

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

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.3.3 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When

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the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.3.4 **LATE MODIFICATIONS**

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

L.3.5 **LATE PROPOSALS**

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

L.4 **EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the **Contact Person identified in Section A, Page One, Item #10 of this solicitation**. The prospective Offeror shall submit questions no later than **seven (7)** calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than **seven (7)** calendar days before the date set for submission of proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 **FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Behavioral Health, 64 New York Avenue, N.E., 2nd Floor, Washington, DC 20002, by letter or email whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 **RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 **PROPOSALS WITH OPTIONS YEARS**

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

L.8 **PROPOSAL PROTESTS**

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

L.9 **SIGNING OF OFFERS**

The Offeror shall sign the Offer and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an

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agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 **UNNECESSARILY ELABORATE PROPOSALS**

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

L.11 **RETENTION OF PROPOSALS**

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

L.12 **PROPOSAL COSTS**

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

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

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

L.14 **CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.11 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Behavioral Health
Contract and Procurement Services
64 New York Avenue, N.E., 2nd Floor
Washington, DC 20002

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(202) 671-3188 – Office

(202) 671-3395 - Fax

Samuel.feinberg@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 KEY PERSONNEL

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project, and shall identify the Project Manager who shall lead the day-to-day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged and not subject to the 20 page limit contained in **L.3.2.1**).

L.18 ACCEPTANCE PERIOD

The Offeror agrees that its Offer remains valid for a period of 120 days from the solicitation's closing date.

L.19 LEGAL STATUS OF CONTRACTOR

L.19.1 Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number.

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L.19.2 Offeror must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.20 **FAMILIARIZATION WITH CONDITIONS**

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

L.21 **STANDARDS OF RESPONSIBILITY**

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

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

L.21.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

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

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

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- L.21.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.8** If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

L.22 **OPTIONAL PRE-PROPOSAL CONFERENCE**

- L.22.1** The District shall conduct a **Optional Pre-Proposal Conference on Monday September 9, 2013 at 12:00Noon (est) at the Department of Mental Health, 64 New York Avenue, N.E., 3rd Floor, Conference Room 359, WDC 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Optional Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.22.2** Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than five (5) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

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

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SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS

M.1. EVALUATION FOR AWARD

The Contracts shall be awarded to the responsive and responsible Offeror whose offers are most advantageous to the District, based upon the Evaluation Criteria specified below. While the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather the total scores shall guide the District in making an intelligent award decision based upon the Evaluation Criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 TECHNICAL EVALUATION

M.3.1

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

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

M.3.3 **TECHNICAL UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH** (45 points)

- A. Demonstrates a clear understanding of the range of services required in Chapter 38, Title 22 of the DC Municipal Regulations.
- B. Demonstrate a thorough understanding of the DBH residential service delivery system (Residential, Transitional and Crisis services, Supported Independent Living) including all relevant regulations, rules and DBH policies as required in Section C.
- C. Describe the strategy that shall be utilized to prepare individuals living with mental illness to live independently. Provide a description of the clinical support and assistance to be provided to individuals in achieving residential and community living recovery goals.
- D. Describe a clear strategy for ensuring open access to transitional housing for all consumers enrolled within the public mental health system who meets the criteria established for this service.
- E. Demonstrate how proposed services shall be recovery focused and culturally and linguistically competent.
- F. Demonstrate how services and supports shall be coordinated with the CSA and other members of the person's social support network and how these efforts shall be documented.
- G. Demonstrate that staff is trained and have the ability to provide mental health and behavioral supports with a focus on the individual's movement towards independent living.
- H. Demonstrate clear understanding of the requirement to providing a Transition Plan. Provide a sample of transition planning document.
- I. Describes the procedures that shall be instituted to ensure that the Transitional Services Provider works closely with the Consumer and his/her CSA treatment team to support transition to a less restrictive living situation.

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M.3.4 **MANAGEMENT AND PERSONNEL PLAN**

(30 Points)

- A. Demonstrates a thorough understanding of how the residential services program shall be organized, staffed and managed in accordance with the requirements in Section C.
- B. Describe how the Transitional Residential Services program shall be provided to include but not be limited to:
 - a. Coordination of day-to-day provisions of program services
 - b. Accommodation of consumers with special needs (language, sight, mobility)
 - c. Location of potential independent residential placements within the community.
- C. Describe how Offeror shall work in collaboration with the DBH Adult Service Division to record admissions, transfers, discharges and deaths.
- D. Demonstrate that the Transitional Residential Services program staff are in place and possess the ability to provide staffing ratios of 1:10, sixteen (16) hours per day or when consumers are awake.
- E. Provides a description of the annual training to address issues of staff competency in cultural and linguistic competency and recovery and transition-related models, including Critical Time Intervention (CTI).
- F. Provide job/role descriptions along with the staff educational and experiential background related to the key tasks required to complete the plan. Provide current resume/CV on all personnel who shall be assigned to assist with these services.
- G. Offeror describe how billing and monthly reporting shall occur in a timely manner.
- H. Describe ability to meet DBH's monthly reporting requirements, as well as provide information to DBH staff within the requested timeframe including providing information no later than the close of the next business day if required to meet court deadlines or other legal requirements.
- I. Offeror describes ability to comply with the performance improvement and monitoring quality indicators for residential service programs.

M.4 **QUALITY IMPROVEMENT PLAN**

(10 Points)

- A. Offeror describes how a variety of sources, including but not limited to, Consumer satisfaction surveys, results of process and outcome data collected on performance and quality indicators established for this effort and routine oversight and monitoring activities shall be used to assess program effectiveness.

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M.5 PAST PERFORMANCE EVALUATION (5 Points)

A. The District shall evaluate Contractor’s Past Performance in performing on Government contracts, grants or subcontracts for Transitional Residential Services or similar services. Provide the names, addresses, numbers and email information of at least, but not more than three (3) government agencies/points of the contact for which Offerors has provided the same or similar service in the last three (3) years. In addition, provide three (3) letters of support to demonstrate the ability to conduct a project of similar scope and magnitude and include the dates of service and brief description of the type of work provided. Letter of support from Department of Mental Health is not acceptable.

M.6 PRICE EVALUATION (10 Points)

A. The Price Evaluation shall be objective. The Contractor with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Contractor’s evaluated cost/price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 10 = \text{Evaluated price score}$$

B. The Contractor shall submit their price/cost proposal in the format provided in SECTION J.12, Budget Summary and Narrative. The price/cost proposal shall be submitted in a sealed envelope separate from the technical proposal.

M.7 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside

A. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.

1. General Preferences

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

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1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime Contractor that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime Contractor that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime Contractor that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime Contractor that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

B. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

1. If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2. If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

*Note: Equivalent of four (4) points on a 100 point scale

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime

Contractor does not receive a further price reduction or additional points if such Contractor proposes subcontracting with an LBE. However, if this same LBE prime Contractor proposes subcontracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

C. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE,

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or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

D. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or RBO.

E. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone.

1. Vendor Submission for Preferences

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

(a) Evidence of the vendor's, sub Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

- (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- (2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

2. Evidence that the vendor or any sub Contractor is located in an enterprise zone.

In order for an Contractor to receive allowable preferences under this Contract, the Contractor must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

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Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this Contract, any vendor seeking self-certification must complete and submit the forms to:

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

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

Local, Small, and Disadvantaged Business Enterprise Subcontracting

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

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