

SOLICITATION, OFFER, AND AWARD		1. Caption Manage&Operate a Substance Abuse&Detox Ctr.		Page of Pages 1	
2. Contract Number	3. Solicitation Number DCHC-2009-R-0002	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 6/24/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Health and Human Services Commodity Group 441 4th Stree, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 10-Aug-09
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Linda Thomas	B. Telephone			C. E-mail Address linda.thomas@dc.gov
		(Area Code) 202	(Number) 724-4026	(Ext)	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	42-47
X	B	Supplies or Services and Price/Cost	2-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	10-23	X	J	List of Attachments	48
x	D	Packaging and Marking	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	25	Representations, certifications and other statements of offerors			
X	F	Deliveries or Performance	26-27				
X	G	Contract Administration Data	28-31	X	L	Instructions, conditions & notices to offerors	54-62
X	H	Special Contract Requirements	32-41	X	M	Evaluation factors for award	63-68

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
			18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Health (DOH), Addiction Prevention and Recovery Administration (APRA) (the District) is seeking a contractor to manage and operate (1) the Substance Abuse Assessment and Referral Centers located at 1300 First Street, NE and at the D.C. Superior Court at 500 Indiana Avenue, NW, and (2) the 60-bed medically-supervised Detoxification and Stabilization Center located 1900 Massachusetts Avenue, SE (on the D.C. General Hospital campus), Building 12.

B.1.1 This is a Privatization Contract subject to DC Official Code §§2-301.05b (d) (4) and (5), which requires specific performance criteria. The contractor shall submit monthly reports to the District government contracting officer on the contractor's compliance with the performance criteria set forth in section B.4, below. The contracting officer may cancel the privatization contract if during any one of the performance evaluation periods, the contractor meets none of the performance criteria set forth in section B.4, below, notwithstanding the application of disincentives. *See also* sections H.14 and H.15 and Attachment J.1.4.

B.2 The District intends to award in the aggregate CLIN 0001 and CLIN 0002 as a firm-fixed price contract with performance incentives and disincentives as described in Section B.4.

B.3 SCHEDULE

B.3.1 BASE YEAR

CLIN	Item Description	Unit	Price Per Month	Quantity	Total Price
0001	Manage and operate the Substance Abuse Assessment and Referral Centers C.3	Month	\$_____	12	\$_____
0002	Manage and operate the Detoxification and Stabilization Center according to C.6	Month	\$_____	12	\$_____

B.3.2 OPTION YEAR ONE

CLIN	Item Description	Unit	Price Per Month	Quantity	Total Price
1001	Manage and operate the Substance Abuse Assessment and Referral Centers C.3	Month	\$_____	12	\$_____
1002	Manage and operate the Detoxification and Stabilization Center according to C.6	Month	\$_____	12	\$_____

B.3.3 OPTION YEAR TWO

CLIN	Item Description	Unit	Price Per Month	Quantity	Total Price
2001	Manage and operate the Substance Abuse Assessment and Referral Centers C.3	Month	\$_____	12	\$_____
2002	Manage and operate the Detoxification and Stabilization Center according to C.6	Month	\$_____	12	\$_____

B.3.4 OPTION YEAR THREE

CLIN	Item Description	Unit	Price Per Month	Quantity	Total Price
3001	Manage and operate the Substance Abuse Assessment and Referral Centers C.3	Month	\$_____	12	\$_____
3002	Manage and operate the Detoxification and Stabilization Center according to C.6	Month	\$_____	12	\$_____

B.3.5 OPTION YEAR FOUR

CLIN	Item Description	Unit	Price Per Month	Quantity	Total Price
4001	Manage and operate the Substance Abuse Assessment and Referral Centers C.3	Month	\$_____	12	\$_____
4002	Manage and operate the Detoxification and Stabilization Center according to C.6	Month	\$_____	12	\$_____

B.4 PERFORMANCE INCENTIVES

B.4.1 The following performance incentives and disincentives shall be applied to determine the amount of compensation that may be paid to the contractor to manage and operate the Substance Abuse Assessment and Referral Centers.

B.4.1.1 Performance Measures

B.4.1.1.1 95% - 100% of clients complete the substance abuse assessment and referral process within 2 hours of registering onsite.

B.4.1.1.2 90 – 100% of individuals assessed and referred to a community-based substance abuse treatment program (excluding the detoxification and stabilization service) receive an appointment and are admitted to a community-based treatment program.

B.4.1.1.3 90 -100% of clients are evaluated on the day they present for an assessment.

B.4.1.1.4 90% of post-treatment clients are re-assessed and referred to recovery support services.

B.4.1.1.5 **100% of clients who complete the assessment and referral process are screened for mental health disorders.**

B.4.1.1.6 100% of clients are offered screening for HIV/AIDS using the OraQuick Rapid HIV test with each client's acceptance or refusal documented in his or her chart.

B.4.1.2 Compensation Rates

B.4.1.2.1 If all the six (6) performance measures are achieved, then 100% of the monthly invoice shall be paid, plus an additional payment of 3% of the monthly invoice amount.

B.4.1.2.2 If 5 of the performance measures are achieved, then 100% of the monthly invoice shall be paid, plus additional 2% of the monthly invoice amount.

B.4.1.2.3 If 4 of the performance measures are achieved, then 100% of the monthly invoice amount shall be paid.

B.4.1.2.4 If 3 of the performance measures are achieved, then 98% of the monthly invoice amount shall be paid.

B.4.1.2.5 If 2 of the performance measures are achieved, then 95% of the monthly invoice amount shall be paid.

B.4.1.2.6 If 1 of the performance measures is achieved, and then 92% of the monthly invoice shall be paid.

B.4.1.2.7 If 0 of the performance measures is achieved, and then 90% of the monthly invoice shall be paid.

B.4.2 The following performance incentives and disincentives shall be applied to determine the amount of compensation that may be paid to the contractor to manage and operate the Detoxification and Stabilization Center.

B.4.2.1 Performance Measures

B.4.2.1.1 98% or more of the clients complete the detoxification and stabilization program and the discharge against medical advice (AMA) rate less than 2%.

B.4.2.1.2 90% – 100% facility occupancy rate for each month

B.4.2.1.3 95% of clients are treated within the standard length of stay (3 – 5 days) for detoxification and stabilization services.

B.4.2.1.4 90 – 100% of clients referred to any level of outpatient treatment are admitted and have at least 2 treatment sessions within the first two weeks after referral.

B.4.2.1.5 90 – 100% of clients referred to residential treatment are admitted and remain in active treatment for 30 days.

B.4.2.2 Compensation Rates

B.4.2.2.1 If five (5) performance measures are achieved, then 100% of the monthly invoice shall be paid, plus an additional payment of 2% of the monthly invoice amount.

B.4.2.2.2 If 4 of the performance measures are achieved, then 100% of the monthly invoice shall be paid,

B.4.2.2.3 If 3 of the performance measures are achieved, then 98% of the monthly invoice shall be paid.

B.4.2.2.4 If 2 of the performance measures are achieved, then 96% of the monthly invoice shall be paid.

B.4.2.2.5 If 1 of the performance measures is achieved, then 94% of the monthly invoice shall be paid.

B.4.2.2.6 If 0 of the performance measures is achieved, then 90% of the monthly invoice shall be paid.

B.4.2.2.7 The Contractor shall receive monthly payment for incentive or disincentive based on the determination on whether the contractor has achieved the number of performance measures for each month. Once determined, the Contractor shall

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment & Referral Services
adjust the monthly invoice accordingly and submit the invoice along with the performance data used to determine the incentive or disincentive adjustment to the COTR.

B.4.2.2.8 The Contractor shall submit to the COTR within 30 days after contract award for approval by the Senior Deputy Director policies and procedures to accurately measure the contractor's performance in order to demonstrate to the COTR whether the contractor has met the performance measures outlined in this section. The policies and procedures must prescribe a method that is verifiable by APRA.

B.4.3 EXAMPLE APPLICATION OF INCENTIVES/DISINCENTIVES

B.4.3.1 The District shall evaluate the contractor's performance monthly, and adjust the contractor's monthly baseline payment, as defined in section B.3, accordingly.

The amount of the payment adjustment shall be based on the extent to which the contractor meets or exceeds the performance measures described in sections B.4.1 and B.4.2 above.

CLIN 0001: Manage and Operate the Substance Abuse, Assessment and Referral Centers (C.3);

Baseline Payment Amount = \$10,000
Number of Clients Who Register Onsite in a Month = 100
Number of Clients Who Complete Treatment in the Month = 100

Performance Measure 1: 95% - 100% of clients complete the substance abuse assessment and referral process within 2 hours of registering onsite.

Minimum number clients to earn a 3% Incentive: **95**

Performance Measure 2: 100% of individuals assessed and referred to a community-based substance abuse treatment program (excluding the detoxification and stabilization service) receive an appointment and are admitted to a community-based treatment program.

Minimum number clients to earn a 3% Incentive: **95**

Performance Measure 3: 90 -100% of clients are evaluated on the day they present for an assessment.

Minimum number clients to earn a 3% Incentive: **90**

Performance Measure 4: 90% of post-treatment clients are re-assessed and referred to recovery support services.

Minimum number of post-treatment clients to earn a 3% Incentive: **90**

Performance Measure 5: 100% of clients who complete the assessment and referral process are screened for mental health disorders.

Minimum number of clients to earn a 3% Incentive: **95**

Performance Measure 6: 100% of clients are offered screening for HIV/AIDS using the OraQuick Rapid HIV test with each client's acceptance or refusal documented in his or her chart.

Minimum number of clients to earn a 3% Incentive: **95**

Monthly Payment:

(Contractor Achieves 6 of 6 Performance Measures)

$$\mathbf{\$10,000 \times 1.03 = \$10,300}$$

(Contractor Achieves 5 of 6 Performance Measures)

$$\mathbf{\$10,000 \times 1.02 = \$10,200}$$

(Contractor Achieves 4 of 6 Performance Measures)

$$\mathbf{\$10,000 \times 1.0 = \$10,000}$$

(Contractor Achieves 3 of 6 Performance Measures)

$$\mathbf{\$10,000 \times .98 = \$9,800}$$

(Contractor Achieves 2 of 6 Performance Measures)

$$\mathbf{\$10,000 \times .95 = \$9,500}$$

(Contractor Achieves 1 of 6 Performance Measures)

$$\mathbf{\$10,000 - .92 = \$9,200}$$

(Contractor Achieves 0 of 6 Performance Measures)

$$\mathbf{\$10,000 - (10\% \times .90) = \$9,000}$$

CLIN 0002: Manage and operate the Detoxification and Stabilization Center (C.6);

Baseline Payment Amount = \$10,000

Number of Clients Who Enter Residential Program during the Month: = 80

Number of Clients Who Referred for Outpatient Treatment during the Month 20

Facility Occupancy = 80

Performance Measure 1: 98% or more of the clients complete the detoxification and stabilization program and the discharge against medical advice (AMA) rate less than 2%.

Performance Measure 2: 90%–100% facility occupancy rate for each month

Average number of facility occupants during the month to earn a 2% Incentive: **72**

Performance Measure 3 95% of residential clients are treated within the standard length of stay (3 – 5 days) for detoxification and stabilization services.

Minimum number of residential clients completing residential program with a length of stay between 3 and 5 days to earn a 2% Incentive: **76**

Performance Measure 4 90 – 100% of clients referred to any level of outpatient treatment are admitted and have at least 2 treatment sessions within the first two weeks after referral.

Minimum number of referred outpatient clients that are admitted and have at least 2 treatment sessions within 2 weeks of their referral to earn a 2% Incentive: **18**

Performance Measure 5 90 – 100% of clients referred to residential treatment are admitted and remain in active treatment for 30 days.

Minimum number of referred clients who remain in active the residential treatment for 30 days to earn a 2% Incentive: **72**

Monthly Payment:

(Contractor Achieves 5 of 5 Performance Measures)
 $\$10,000 \times 1.02 = \$10,200$

(Contractor Achieves 4 of 5 Performance Measures)
 $\$10,000 \times 1.00 = \$10,000$

(Contractor Achieves 3 of 5 Performance Measures)
 $\$10,000 \times .98 = \$9,800$

(Contractor Achieves 2 of 5 Performance Measures)
 $\$10,000 \times .96 = \$9,600$

(Contractor Achieves 1 of 5 Performance Measures)
 $\$10,000 \times .94 = \$9,400$

(Contractor Achieves 1 of 6 Performance Measures)
 $\$10,000 - .92 = \$9,200$

(Contractor Achieves 0 of 5 Performance Measures)
 $\$10,000 - (10\% \times .90) = \$9,000$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Health (DOH), Addiction Prevention and Recovery Administration (APRA) (the District) is seeking a Contractor to manage and operate (1) the Substance Abuse Assessment and Referral Centers located at 1300 First Street, NE, and at the D.C. Superior Court at 500 Indiana Avenue, NW., and (2) 60-bed non-hospital medically supervised Detoxification and Stabilization Center located 1900 Massachusetts Avenue, SE (on the D.C. General Hospital campus), Building 12.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	HIPAA Law, Public Law 104-191	Health Insurance Portability and Accountability Act of 1996	1996, as amended
2	HIPAA Privacy Rule, 45 CFR Part 160 and Part 164, Subparts A and E	Standards for Privacy of Individually Identifiable Health Information	2000
3	Code of Federal Regulations, Title 42, Chapter I, Subchapter A, Part 2	Public Health, Section 2.1-2.67, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records	2002
4	D.C. Law 13-146, D.C. Official Code § 7-3001 et seq.	Choice in Drug Treatment Act of 2000	2000, as amended
5	D.C. Law 8-80, D.C. Official Code § 44-1201 et seq.	District of Columbia Substance Abuse Treatment and Prevention Act of 1989	1990, as amended
6	D.C. Law 6-99, D.C. Official Code § 3-1201 et seq.	District of Columbia Health Occupations Revision Act of 1985	1986, as amended
7	Title 29 D.C. Municipal Regulations, Chapter 23	Certification Standards for Substance Abuse Treatment Facilities and Programs	November 2000, as amended
8	Title 29 D.C. Municipal Regulations, Chapter 24	Choice in Drug Treatment	April 2004, as amended

The District of Columbia documents can be obtained at 441-4th Street, N.W. Room 520, Washington, DC and the federal documents can be obtained at the Government Printing Office located at 732 North Capitol Street, NE, Washington, DC.

C.1.2 DEFINITIONS

C.1.2.1 Addiction Severity Index (ASI) – A standard substance abuse assessment tool used to assess a client on the six dimensions of the ASAM PPC IIR: acute intoxication or withdrawal potential; biomedical conditions and complications; emotional, behavioral or cognitive

conditions and complications; readiness to change; relapse, continued use, or continued problem potential; and recovery environment.

- C.1.2.2 American Society for Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders (2nd edition) (ASAM PPC IIR)** – A widely used, standardized guideline for placement, continued stay, transfer among levels of care, and discharge of patients with alcohol and other drug problems; ASAM PPC IIR utilizes six dimensions, measured by the Addiction Severity Index, to determine a comprehensive snapshot of the patient.
- C.1.2.3 Co-Morbid Psychiatric and Substance Use Disorder** - A Diagnostic and Statistical Manual of Mental Disorders, 4th Edition (DSM-IV) Axis I diagnosis of one or more substance-related disorders as well as one or more mental health disorder.
- C.1.2.4 Detoxification** - Medically monitored treatment for addiction to illicit and non-illicit substances in which the substance is gradually eliminated from an individual's body while various types and levels of reinforcing treatment are provided to alleviate adverse physical or psychological reactions to the withdrawal.
- C.1.2.5 Detoxification and Stabilization Program** – A short-term residential program that serves individuals in need of medically supervised detoxification from substance dependence. This program also provides stabilization in order to prepare the individual for continued substance abuse treatment.
- C.1.2.6 Intoxicated** - A condition that follows the administration of a psychoactive substance and results in disturbances in the level of consciousness, cognition, perception, judgment, affect, behavior, or other psychophysiological functions and responses.
- C.1.2.7 Recovery Support Services** - Non-clinical services; such as vocational rehabilitation, continuing education, or life skills training, that initiate or support recovery from substance abuse in conjunction with treatment.
- C.1.2.8 Sobering Program** - A short-term residential program that serves individuals in need of a secure setting to recover from the effects of intoxication, but who do not need medical treatment to alleviate adverse physical or psychological reactions to substance use withdrawal.
- C.1.2.9 Stabilization** - Medical and clinical services provided to: (1) help an individual establish abstinence, (2) assess the individual's psychosocial stability to determine whether the he or she has significant psychopathology that may interfere with treatment, (3) provide education and support to increase the individual's knowledge of addiction and encourage the him or her to engage in the treatment process, and (4) help the individual become motivated to participate in ongoing treatment.
- C.1.2.10 Substance Abuse** - A *DSM-IV* Axis I diagnosis of a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues substance use despite significant substance-related problems.

C.1.2.11 Substance Dependence - A *DSM-IV* Axis I diagnosis of a substance use, leading to clinically significant impairment or distress, as manifested by three or more criteria including tolerance and withdrawal.

C.1.2.12 Substance Use Disorders - A sub-set of substance related disorders in the *DSM-IV* that includes substance use and substance dependence.

C.2 BACKGROUND

C.2.1 SUBSTANCE ABUSE, ASSESSMENT AND REFERRAL SERVICES

Access to and retention in treatment are significant issues for individuals with substance use disorders. Empirical literature consistently advocates for a “branching” approach to treatment placement, with proper assessment and placement of the individual in the most appropriate level and intensity of care. This is in contrast to a “step” approach, where each individual is given the same level of service and must fail at that level to reach more intensive services. The assessment and referral services procured through this Request for Proposals seeks to provide a uniform decision making process for individuals throughout the publically-supported substance abuse treatment system, placing individuals in the appropriate level of care and increasing access to care.

APRA currently provides the majority of its assessment and referral services through its 1300 First Street, NE location, known as the Assessment and Referral Center (ARC). In addition, substance abuse assessment and referral services are provided by APRA staff located at the D.C. Superior Court and APRA’s Detoxification and Stabilization Center at the D.C. General Hospital campus. Walk-in services are available at the ARC between 8:30 am and 4:45 pm, at the D.C. Superior Court during the Court’s business hours, and 24 hours per day, seven days per week at the Detoxification and Stabilization Center. Individuals who present are assessed using the Addiction Severity Index (ASI) assessment tool to determine their level of addiction severity and appropriate level of treatment. Following that determination, an individual is offered his or her choice of substance abuse treatment provider, in compliance with the Choice in Drug Treatment Act of 2000, selects a provider, and is provided with a voucher to use as payment for services at the provider he or she has chosen. Approximately 6,000 assessments are expected to be performed annually through this service.

C.2.2 DETOXIFICATION AND STABILIZATION SERVICES

Public substance abuse detoxification and stabilization services in the District of Columbia are designated as non-hospital medically monitored services. APRA currently provides detoxification and stabilization services at Building 12 on the D.C. General Hospital campus located at 1900 Massachusetts Avenue, SE. In Fiscal Year 2008, APRA served 5,692 clients through the APRA Detoxification and Stabilization Center (DSC). The facility can accommodate up to 80 individuals in need of detoxification and stabilization services and those individuals arrive via a variety of methods including, but not limited to: 1) transported from APRA’s Assessment and Referral Center, 2) walk-in, 3) drop-off by law enforcement, 4) drop-off by outreach workers and community groups.

A recent program review of the APRA DSC indicated that the program serves individuals who do not consistently meet the admission criteria. However, the Detoxification and Stabilization

Center provides a needed benefit to those individuals, as well as functions as a critical component of the District of Columbia's continuum of substance abuse treatment services. This solicitation realigns existing resources to more efficiently and effectively serve the individuals presenting for services.

Three distinct client groups were identified in the review. These groups are: 1) acutely intoxicated individuals brought to the centers who essentially use the facility as a sobering program, approximately 5 – 10% of admissions, 2) individuals who do not meet admission criteria for detoxification services, but are homeless, involved in chronic substance abuse and need a period of stabilization prior to entry into treatment services, approximately 45 – 50% of admissions, and 3) individuals who meet the admission criteria for detoxification services, approximately 40 – 45% of admissions.

A facility designated as a non-hospital medically supervised detoxification and stabilization program and a sobering program can serve all 3 client groups' clinical needs, which meets an important need for the District of Columbia.

C.3 REQUIREMENTS

C.3.1 SUBSTANCE ABUSE, ASSESSMENT AND REFERRAL SERVICES

- C.3.1.1** The Contractor shall provide the following Substance Abuse, Assessment and Referral Services, to include assessment and referral for recovery support services as specified in Section C.3.1.1 through C.5.12.
- C.3.1.2** The Contractor shall provide to District of Columbia residents substance abuse assessment and referral services at 1300 First St, NE, 10 hours per day Monday through Friday from 8:30 a.m. to 6:30 p.m.
- C.3.1.3** The Contractor shall operate and manage the satellite substance abuse assessment and referral centers located at the Detoxification and Stabilization Center on the D.C. General Hospital Campus 24 hours per day, 7 days per week.
- C.3.1.4** The Contractor shall operate and manage the satellite substance abuse assessment and referral location located at the District of Columbia Superior Court at 500 Indiana Avenue, NW for 8 hours per day Monday through Friday from 9:00 a.m. to 5:00 p.m.
- C.3.1.5** The Contractor shall provide transportation from the Assessment and Referral Center (located at 1300 First Street NE) to the Detoxification and Stabilization Center (located at 1900 Massachusetts Avenue SE, Building 12) Monday through Friday from 8:30 a.m. to 6:30 p.m. The transportation service shall transport individuals every two hours during business hours of the Assessment and Referral Center.
- C.3.1.6** The Contractor shall utilize the Web Infrastructure for Treatment Services (WITS) client information system provided by APRA, or a proposal to use a comparable client information system shall be submitted to the Contracting Officer's Technical Representative (COTR) within 30 days after contract award for the approval by the Senior Deputy Director of APRA, or his or her designee. The WITS system or comparable system shall generate, manage, and maintain health records for each client.

- C.3.1.7** The Contractor shall ensure that each client's health record, at a minimum, includes but is not limited to:
- C.3.1.7.1** unduplicated client identifier generated by the WITS system or comparable system;
 - C.3.1.7.2** the client's intake information including demographic information, Addiction Severity Index report and score, and a written evaluation of the client's psychosocial and addiction treatment needs, including notation of any medical or psychiatric conditions;
 - C.3.1.7.3** all referrals made on behalf of the client to substance abuse treatment programs or other agencies providing services to the client or the client's family; and
 - C.3.1.7.4** the notation of any incidents involving the client to be documented on the day of occurrence by the Contractor.

C.4 STAFF REQUIREMENTS

- C.4.1** The Contractor shall submit with their proposal a staffing plan with resumes, licenses, and certifications for the following key personnel providing substance abuse assessment and referral services as specified in Section M 4.1.
- C.4.1.1** A Director of Nursing who (1) is currently licensed as a nurse; (2) has a bachelor's level degree in Nursing with an MBA or Master's Degree in Nursing preferred; and (3) has a minimum of 5 years of nursing experience, 3 of which should be in a supervisory capacity in nursing administration or management that demonstrates an extensive knowledge of and experience in the planning, organizing, and directing of professional nursing staff.
 - C.4.1.2** A Medical Director who (1) is currently licensed as a physician; (2) has a current DEA license to prescribe medications, including narcotics; (3) is certified by the American Society of Addiction Medicine or the American Board of Psychiatry and Neurology; (4) has knowledge of current social techniques used to treat addictions and demonstrated experience applying biopsychosocial models; (5) has at least 5 years of medical/administrative management experience; (6) has at least 5 years of medical supervisory experience; and (7) has at least 7 years experience in treating individuals with addictions and chemical dependence.
 - C.4.1.3** A Clinical Director who (1) is currently licensed as a Social Worker, Psychologist, or advanced practice professional counselor; (2) has knowledge of current social techniques used to treat individuals with addictions and chemical dependence; (3) has at least 5 years experience treating individuals with addictions and chemical dependence; and (4) has 3-5 years experience providing clinical supervision in a behavioral health environment.
- C.4.2** The Contractor shall ensure that all staff providing substance abuse assessment and referral services have knowledge and experience in the following:
- C.4.2.1** Issues affecting alcohol and drug dependent adult men and women and those with co-morbid psychiatric and substance abuse disorders;

- C.4.2.2** Community resources related to the treatment of adult men and women who are alcohol or drug dependent and those with co-morbid psychiatric and substance abuse disorders; and
- C.4.2.3** The application of evidence-based practices that improve treatment admission, engagement, and retention rates for substance abuse treatment services.
- C.4.3** The Contractor shall notify the COTR within 24 hours of the termination of any key personnel or employees providing services on this contract.
- C.4.4** The Contractor shall submit to the COTR within 30 days after award for approval by the Senior Deputy a written plan detailing how the contractor plans to retain prospective staff that are licensed or certified to provide substance abuse assessment and referral services at the Assessment and Referral Center at 1300 First St NE, the District of Columbia Superior Court at 500 Indiana Avenue NE, and the Detoxification and Stabilization Center at the D.C. General Hospital Campus.
- C.4.5** The Contractor shall ensure that each staff person employed or retained by the Contractor to provide substance abuse assessment and referral services shall satisfy the requirements under all applicable federal and District of Columbia laws and regulations, including but not limited to Title 29, Chapter 23 of the District of Columbia Municipal Regulations and District of Columbia Health Occupations Revision Act of 1985.
- C.4.6** The Contractor shall ensure that before hiring, all staff persons assigned to this contract attain a passing score on a substance abuse assessment and referral examination identified by APRA.
- C.4.7** The Contractor shall ensure that at a minimum two staff members are certified to perform Cardiopulmonary Resuscitation (CPR) while on duty at the Assessment and Referral Center at 1300 First St NE Monday through Friday from 8:30 a.m. to 6:30 p.m..
- C. 4.8** The Contractor shall submit to the COTR, within 30 days after award of the contract for approval of the Senior Deputy Director, a plan to provide preferential hiring practices for DOH/APRA employees assigned to the Assessment and Referral Center (located at 1300 First Street NE) as well as satellite intake locations at the time the Contractor begins operations at the facility. Preferential hiring practices shall include interviewing existing staff members who apply for a position with the Contractor at the site and hiring incumbent staff who apply for a position and who are at least as equally qualified as any other highly qualified applicant.

C.5 INTAKE AND ASSESSMENT

- C.5.1** The Contractor shall submit to the COTR, within 30 days after award of the contract for approval the Senior Deputy Director, policies and procedures for the intake, assessment, and referral of clients at the substance abuse Assessment and Referral Center and the satellite substance abuse assessment and referral locations. The policies and procedures for assessment and referral of clients shall include:
- C.5.2** A requirement to refer clients qualified for the Choice in Drug Treatment program to the assessed level of substance abuse treatment within the APRA continuum of care;

- C.5.3** A requirement to refer clients who require medical or psychiatric services that the Contractor cannot provide to evaluation and treatment by a community-based provider. In non-emergency situations, the Contractor shall provide to the client a list of services for non-acute medical and psychiatric conditions ranging from office visits to emergency room care from which the client may choose to have medical or psychiatric needs evaluated;
- C.5.4** A requirement that a written evaluation of the client's psychosocial, medical, addiction treatment, and behavioral health be completed within 24 hours of the client's referral to treatment; and
- C.5.5** A requirement that all referrals to substance abuse treatment be made in accordance with the ASAM PPC IIR.
- C.5.6** The Contractor shall submit to the COTR, within 30 days after award of the contract for approval by the Senior Deputy Director, a policy and procedure manual addressing the management of urgent care and emergency services for on site injuries only. The Contractor's use of urgent care or emergency services shall be at the discretion and determination of the Contractor's Medical Director, or designee. Situations beyond the scope of urgent care as determined by the Contractor's Medical Director shall be treated as an emergency.
- C.5.7** The Contractor shall within 24 hours of the incident submit to COTR an incident report for each emergency occurrence.
- C.5.8** The Contractor shall provide a 24 hour per day, 7 day per week telephone hotline that individuals may call to obtain information on accessing substance abuse treatment services through the Assessment and Referral Center at 1300 First St NE, the District of Columbia Superior Court at 500 Indiana Avenue NE and the Detoxification and Stabilization Center at the D.C. General Hospital Campus. The Contractor shall ensure that individuals responsible for answering the telephone hotline are familiar with the Contractor's hours of operations, locations, and services offered at all locations.
- C.5.9** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for an internal continuous quality review plan that includes policies related to performing a customer satisfaction survey, addressing client grievances, resolving grievances of clients and employees, and taking corrective action following serious incidents.
- C.5.10** The Contractor shall submit to the COTR, within 60 days after contract award for approval by the Senior Deputy Director, policies and procedures related to the establishment of a quality improvement committee to review and revise clinical and operational matters of the substance abuse Assessment and Referral Center. The findings and recommendations of the quality improvement committee must be submitted to the COTR on a quarterly basis.
- C.5.11** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the referral of clients to continued substance abuse treatment within the APRA continuum of care. Individuals who are discharged from treatment with a "successful" completion shall be referred directly to

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment& Referral Services
another provider within the continuum. Individuals who are therapeutically discharged or otherwise do not complete treatment shall be reassessed for placement in an appropriate treatment program.

C.5.12 The Contractor shall complete for each client a discharge summary within 48 hours of discharge that includes date of admission and discharge, client's progress while in treatment, recommendations for continued substance abuse treatment, and other service needs. The discharge summary is to be made available (with proper client consent) to the subsequent treatment provider.

C.6 DETOXIFICATION AND STABILIZATION SERVICES

C.6.1 The Contractor shall provide the following Detoxification and Stabilization Services as specified in Section C.6.1 through C.7

C.6.2 The Contractor shall operate and manage a 24 hour per day, 7 day per week Detoxification and Stabilization Center at 1900 Massachusetts Avenue, SE (also known as the District of Columbia General Hospital campus) Building 12, Washington, DC. The Detoxification and Stabilization Center shall operate as a residential facility offering two distinct services: (1) a sobering program and (2) a non-hospital medically monitored substance abuse detoxification and stabilization program.

C.6.3 The Contractor shall operate and manage a program identified as the sobering center for up to 10 intoxicated individuals at the Detoxification and Stabilization Center, including individuals with co-morbid psychiatric and substance abuse disorders. The length of stay for this service should not exceed 36 hours. During this time, clients shall be monitored to determine if transfer into the medically monitored substance abuse detoxification and stabilization program is warranted.

C.6.4 The Contractor shall operate and manage a program of non-hospital medically monitored substance abuse detoxification and stabilization services for up to 50 alcohol or drug dependent adult men and women, including individuals with co-morbid psychiatric and substance use disorders in keeping with standards under Title 29, Chapter 23 of the District of Columbia Municipal Regulations. The average length of stay for this service shall be 3-5 days.

C.6.5 The Contractor shall provide or arrange transportation for all clients who have been discharged from the Detoxification and Stabilization Center to a residential treatment program for continued substance abuse treatment.

C.6.6 The Contractor shall submit to the COTR with their proposal a staffing plan for approval by the Senior Deputy Director showing the credentials and certifications of each proposed staff position that will be providing services for the sobering program and non-hospital medically monitored substance abuse detoxification and stabilization program as specified in Section M 4.1

C.6.7 The Contractor shall develop and submit to the COTR, within 30 days after contract award for the approval by the Senior Deputy Director, policies and procedures for management and operation of the sobering and detoxification and stabilization programs.

- C.6.8** The Contractor shall ensure that the policy and procedure manual incorporates ASAM PPC IIR admission, discharge, and continued stay criteria in all plans of service for clients admitted to the non-hospital medically supervised detoxification and stabilization program. The manual shall include:
- C.6.8.1** the program objectives to be attained by the provision of service to individuals in each program;
 - C.6.8.2** a description and justification of the primary interventions utilized by the programs that incorporate evidence-based practices to improve retention and motivation to continue in further treatment;
 - C.6.8.3** a description and justification of medical services, including the formulary (detoxification and stabilization services only); and
 - C.6.8.4** a description and justification of therapeutic activities available for clients (detoxification and stabilization services only).
- C.6.9** The Contractor shall submit to the COTR within 30 days after contract award for approval by the Senior Deputy Director an organizational structure describing the management and operational procedures for the sobering and detoxification and stabilization program. The plan shall include:
- C.6.9.1** an organizational chart showing the staffing structure of each program and the duties of the staff that will be providing services;
 - C.6.9.2** a staffing plan that describes the knowledge, skills, and abilities of each proposed staff position to provide sobering and detoxification and stabilization services. The staffing plan shall describe how the proposed staff structure will maximize service delivery quality and efficiency; and
 - C.6.9.3** a plan describing how the coordination of services within APRA's continuum of substance abuse treatment system will occur and how substance abuse services will be coordinated with the mental health, criminal justice, child welfare, and homeless service systems will occur.
- C.6.10** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the intake, evaluation, and admission of clients to the detoxification and stabilization program. The policies and procedures for intake and admission of clients shall include:
- C.6.10.1** a requirement that all clients be medically cleared by Medical Examiner or designee within 24 hours after entering the Detoxification and Stabilization Center in order to continue in treatment in either the sobering or detoxification and stabilization programs;
 - C.6.10.2** a requirement that if a client is determined by the Medical Director or designee to be sufficiently stable then admission to the sobering and detoxification

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment & Referral Services and stabilization program must occur;

- C.6.10.3** a requirement that if the client is admitted to the Detoxification and Stabilization Center, a written evaluation of the client's psychosocial, medical, addiction treatment, and behavioral health needs shall be completed within 24 hours of admission, in a format approved by the COTR, which is representative of ASAM PPC IIR criteria and gives consideration to co-morbid psychiatric disorders;
- C.6.10.4** a requirement that if the Contractor's Medical Director or designee determines that a client requires treatment for a medical or psychiatric condition prior to admission, the Contractor shall not admit that individual but shall instead connect the client to the medical or psychiatric treatment he or she needs; and
- C.6.10.5** a requirement that the Contractor co-manage treatment of individuals receiving medication assisted treatment (methadone) from community based providers.
- C.6.11** The Contractor shall within 30 days of the award of the contract, establish a Memorandum of Understanding with community-based providers of medication assisted treatment (methadone) for co-management of methadone maintenance therapy and storage of medication at the facility when a client has been referred by the provider for treatment in the sobering and detoxification and stabilization program.
- C.6.12** The Contractor shall submit to the COTR, within 30 days after award of the contract for approval by the Senior Deputy Director, policies and procedures for the development and maintenance of an individual treatment plan for each client based upon the client's medical examination, psychosocial evaluation, ASAM PPC IIR dimensions, the Addiction Severity Index (ASI) report and score, and other available information about the client that meets the requirements of 29 DCMR 2363. The treatment plan shall be completed within 48 hours of admission.
- C.6.13** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for providing the following services for each client admitted and residing in the Detoxification and Stabilization Center:

 - C.6.13.1** house-keeping, laundry, and personal hygiene products; and
 - C.6.13.2** three nutritionally balanced meals per day for each client in accordance with a dietary policy and procedure developed and implemented by the Contractor and approved by the COTR.
 - C.6.13.3** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures to provide the following treatment services for each client admitted:

 - C.6.13.4** medical screening and evaluation of need for further treatment;
 - C.6.13.5** medical supervision of detoxification;

- C.6.13.6** individual, group, and family counseling focusing on alcohol and drug dependency problems and the development of an alcohol and drug free lifestyle;
- C.6.13.7** health, smoking cessation, and nutritional education programs;
- C.6.13.8** therapeutic recreational activities;
- C.6.13.9** psychological and psychiatric treatment services; and
- C.6.13.10** case management to coordinate legal, medical, psychiatric, housing and shelter and continuing treatment services.
- C.6.14** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the management of urgent care and emergency services for on-site injuries only. The Contractor's use of urgent care or emergency services shall be at the discretion and determination of the Contractor's Medical Director. Situations beyond the scope of urgent care as determined by the Contractor's Medical Director shall be treated as an emergency. The policies and procedures for use of urgent care or emergency services shall include:
- C.6.14.1** a requirement that should evaluation or treatment of the medical issue require the client to be out of the facility overnight, or will substantially interfere with the treatment provided at the Detoxification and Stabilization Center, the Contractor shall medically discharge the client and re-admit the client to the Detoxification and Stabilization Center when the medical issue has stabilized;
- C.6.14.2** a requirement that the Contractor's Medical Director has the discretion to retain clients in the treatment program following an overnight absence from the facility. The client is responsible for payment of all medical services beyond the scope of medical treatment normally provided by the Contractor. Emergency medical situations shall also be self-pay when handled as an emergency with a call to 911; and
- C.5.14.4** a requirement that the Contractor refer clients who require medical services that the Contractor cannot provide to evaluation and treatment of the medical condition by a community-based provider. In non-emergency situations, the Contractor shall provide to the client a list of services for non-acute medical and dental conditions ranging from office visits to emergency room care from which the client may choose to have medical situations evaluated.
- C.6.15** The Contractor shall submit to the COTR within 24 hours an incident report for each occurrence of an emergency.
- C.6.16** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for administration of medication to clients only with the specific authorization of a physician.
- C.6.17** The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures coordinating the provision of

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment & Referral Services services for each client with substance abuse treatment providers or other agencies providing services to the client or the client's family.

C.6.18 The Contractor shall abide by federal and District of Columbia confidentiality laws and regulations, including HIPAA, 42 CFR Part 2, and the execution of a valid release of information from the client prior to contacting other service providers when required.

C.6.19 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures addressing the discharge of a client from either the detoxification and stabilization program or the sobering program for noncompliance with the client's individual treatment plan and notification of the COTR within 24 hours of client discharge.

C.7 STAFF REQUIREMENTS

The Contractor shall submit with their proposal a staffing plan with resumes, licenses, and certifications for the following key personnel providing detoxification and stabilization services:

C.7.1 One full-time Clinical Director with a master's degree in psychology, social work, counseling, nursing, or a related human services field and licensure by the applicable District-regulated health professional licensing board. In addition, the Clinical Director shall possess at least five years of clinical supervision or management experience in a residential detoxification and stabilization or co-occurring disorder treatment setting and be able to provide administrative and programmatic direction and supervision to all employees who provide services to clients. The Clinical Director shall be licensed or certified at the highest level for addiction professionals (LPC-AD) or other applicable licensing board and possess written Board approval to supervise alcohol and drug counselors. The Clinical Director or designee shall serve as a liaison for the programs to APRA.

C.7.1.2 At least one full-time licensed counselor, certified counselor or registered counselor for every eight clients in the non-hospital detoxification program and one Certified Addictions Counselor for every three counselors in the non-hospital detoxification program.

C.7.1.3 Licensed nursing staff to meet the requirements of 29 DCMR 2364 and provide nursing services to clients 24 hours per day, seven days per week in the facility. The Contractor shall designate a registered nurse to be a full time Director of Nursing and responsible for nursing care in the programs.

C.7.2 The Contractor shall provide Licensed Medical professionals for the following:

C.7.2.1 a physician designated as the facility Medical Director and responsible for the direction of medical care in the programs;

C.7.2.2 a physician on call to the facility 24 hours per day, 365 days a year;

C.7.2.3 a physician or psychiatrist on site at the non-hospital detoxification program at least one hour per day; and

- C.7.2.4** a physician, physician's assistant, or nurse practitioner to provide 40 hours per week of direct on site medical services to clients in the facility.
- C.7.3** The Contractor shall maintain sufficient staff 24 hours per day, seven days per week with at least three employees on duty between the hours of 11 p.m. and 7 a.m. to maintain the sobering program and substance abuse detoxification and stabilization program. The services and functions shall include: providing client supervision, transportation, and other routine services.
- C.7.4** The Contractor shall develop a plan to be submitted to the COTR within 30 days after contract award for approved by the Senior Deputy Director of APRA ensuring that at a minimum one registered nurse and one licensed practical nurse are on duty at the Detoxification and Stabilization Center at all times. The Contractor shall ensure that at least two staff members certified to perform CPR are on duty at all times.
- C.7.5** The Contractor shall provide staffing for secretarial, office management, billing, and housekeeping support for this facility and its programs.
- C.7.6** The Contractor shall develop a plan, within 30 days after contract award for approval by the Senior Deputy Director, to provide preferential hiring practices for DOH/APRA employees assigned to the Detoxification and Stabilization Center at the time the Contractor begins operations in the facility. Preferential hiring practices shall include interviewing existing staff members who apply for a position with the Contractor at the site and hiring incumbent staff who apply for a position and who are at least as equally qualified as any other highly qualified applicant.
- C.8 WEB INFRASTRUCTURE FOR TREATMENT SERVICES (WITS)**
- C.8.1** The Contractor shall use the Web Infrastructure for Treatment Services (WITS) client information system provided by APRA, or a proposal to use a comparable client information system shall be submitted to the COTR within 30 days after contract award for the approval by the Senior Deputy Director of APRA. The WITS system or comparable system shall generate, manage, and maintain health records for each client. WITS conforms to applicable certification standards and complies with federal requirements of HIPAA and 42 CFR Part 2. Each client record, at a minimum, shall include but not limited to:
- C.8.1.1** a unique client identifier generated by the WITS system or comparable system approved by APRA;
- C.8.1.2** the client's intake information including demographic information, Addiction Severity Index, and a written evaluation of the client's psychosocial and addiction treatment needs, including notation of any medical or psychiatric conditions;
- C.8.1.3** all referrals made on behalf of the client to substance abuse treatment programs or other agencies providing services to the client or the client's family;

C.8.1.4

the results of the client's medical examination, completed by a licensed physician, physician's assistant, or nurse practitioner within 24 hours of the client's admission to the Detoxification and Stabilization Center, including notation of any current medical or psychiatric conditions, allergies and laboratory reports (detoxification and stabilization services only);

C.8.1.5

the criteria for admission, continued stay, and discharge shall include documentation on the six (6) functional dimensions set forth in ASAM PPC IIR criteria (detoxification and stabilization services only);

C.8.1.6

the client's individual treatment plan and progress notes completed daily (for clients admitted to the Detoxification and Stabilization Center only);

C.8.1.7

notation of any incidents involving the client to be documented on the day of occurrence by the Contractor; and

C.8.1.8

a discharge summary from the Detoxification and Stabilization Center that includes a referral for continued care for clients who successfully complete the program or, for those who are discharged prior to completion, the purpose and justification for the client's termination from the program and evaluation and referral to continuing treatment (detoxification and stabilization services only).

C.9

The Contractor shall submit to the COTR, within 60 days after contract award for approval by the Senior Deputy Director, policies and procedures related to the establishment of a quality improvement committee to review and revise clinical and operational matters of the substance abuse Assessment and Referral Center. The findings and recommendations of the quality improvement committee must be submitted to the COTR on a quarterly basis.

SECTION D: PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E: INSPECTION AND ACCEPTANCE

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

E.2 INSPECTION OF RECORDS

The Contractor shall permit on-site inspection of program facilities and records in compliance with section 18 of Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007, and District of Columbia regulations.

SECTION F: TERM OF CONTRACT AND DELIVERABLES.

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the award page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C4.9	Policies and Procedures for intake ,assessment, and referral at the Assessment	1	Electronic copy	30 days after contract award	COTR
C.4.13	a plan on how to maintain an internal continuous quality review system	1	Electronic copy	30 days after contract award	COTR
C.4.14	a quality improvement committee to review and revise clinical and operational matters of the Substance Abuse Assessment and Referral Center	1	Electronic copy	60 days after contract award	COTR
C.4.15	policies and procedure, referring clients for continued substance abuse treatment within the APRA continuum of care.	1	Electronic copy	30 days after contract award	COTR
C.5.7	a policy and procedure manual addressing how the management and operation of the sobering and detoxification and stabilization programs will be implemented.	1	Electronic copy	30 days after contract award	COTR

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.5.9	an organizational structure describing the management and operational procedures for the sobering and detoxification and stabilization program.	1	Electronic copy	30 days after contract award	COTR
C.5.10	policies and procedures manual for the intake, evaluation, and admission of clients to the detoxification and stabilization program	1	Electronic copy	30 days after contract award	COTR
C.5.11	establish a Memorandum of Understanding with community-based providers of medication assisted treatment (methadone) for co-management of methadone maintenance therapy and storage of medication at the facility	1	Electronic copy	30 days after contract award	COTR
C.5.12	a service plan for each clients records based upon the client's medical examination, psychosocial evaluation, ASAM PPC IIR dimensions, the Addiction Severity Index (ASI), and other available information about the client	1	Electronic copy	30 days after contract award	COTR
C.5.13	policies and procedures for providing services for each client admitted and residing in the Detoxification and stabilization program:	1	Electronic copy	30 days after contract award	COTR
C.5.13.3	policies and procedure to provide treatment services for each client admitted	1	Electronic copy	30 days after contract award	COTR
C5.14	policies and procedure for the management of urgent care and emergency services for on-site injuries only.	1	Electronic copy	30 days after contract award	COTR
C.5.16	policies and procedure for administration of medication to only clients with the specific authorization of a physician.	1	Electronic copy	30 days after contract award	COTR
C.5.17	policies and procedure, coordinating the provision of services for each client with substance abuse treatment providers or other agencies providing services to the client or the client's family.	1	Electronic copy	30 days after contract award	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 be withheld by the District.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract as specified in Section B 4.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Name: Office of the Controller/Agency CFO
Attention: Wayman Scott, AP Manager
Address: 64 New York Avenue, 6th Floor
Washington, DC 20002
Telephone: (202) 671-4288

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each stage of work in accordance with the prices stated in Section B (Price Schedule) and Section F (Deliverables)."

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after

the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by the 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.

G.6.2.2 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.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.6.2.4 The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Jean Wright
Office of Contracting and Procurement
441 4th Street N.W. 700South
Washington, DC 20002
Telephone: 202-724-5194

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

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

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

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Susan Bergmann
Title: Deputy Assistant for Treatment, APRA
Agency: Addiction Prevention and Recovery Administration
Address: 1300 First Street NE, #311, Washington, DC 20002
Telephone: 202-727-8940

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 If the contractor performs changed work that is not authorized by the contracting officer in advance and in writing, the contractor may be denied compensation or denied other relief for any additional work performed that is not so authorized; and the contractor may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2104, Revision # 9, dated March 16, 2009, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a

request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed 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.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) 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.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

H.6 PROTECTION OF PROPERTY:

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the 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.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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 program and activities. See 29 U.S.C. §794 *et seq.*

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The District will provide office space for the assessment and referral services to be provided at 1300 First Street NE, the Superior Court, and other locations to be determined. In addition, the District will provide the space at which the non-hospital medically monitored detoxification and stabilization services. The space is located at 1900 Massachusetts Avenue SE, Washington, DC, Building 12. The District will provide limited furniture and equipment in the office spaces, but contractor will be expected to provide any additional furniture and equipment for the proper operation of the facilities and offices.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 The Contractor shall maintain documentation verifying that each administrative and clinical staff member has received and reviewed a copy of the service policy and procedure manual within three weeks of employment and annually thereafter as part of in-service training for staff.

H.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in H.11.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.11.2 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.11.3 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.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.11.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 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.11.6** 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.11.7** 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.11.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement 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.11.9 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.12 HIPAA Privacy Compliance

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean [Insert Name of Contractor].

(b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity 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

a. Used, in whole or in part, by or for Covered Entity 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 Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "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 Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
 - (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
 - (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
 - (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
 - (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].
 - (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity 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) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (3) Permitted Uses and Disclosures by Business Associate
- (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
 - (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or 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 Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

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

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(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 Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate the contract if 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 are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

- (1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

- (a) *Regulatory References.* A reference in this Clause 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 Clause from time to time as is necessary for Covered Entity 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 Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

- H.13.1** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.14 DISPLACED EMPLOYEES

- H.14.1** The Contractor shall comply with all provisions of the D.C. Official Code, Section 2-301.5b. Privatization contract and procedures requirements, See Attachment J. 1.4 including Subsection (d)(2), whereby the Contractor shall offer any District Government employee, who is displaced or discharged, as a result of the transfer to the private Contractor the operation of the Substance Abuse Assessment and Referral Center located at 1300 First Street NE and the Detoxification and Stabilization Center at 1900 Massachusetts Avenue, SE (also known as the District of Columbia General Hospital campus) Building 12, a right of first refusal to

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment& Referral Services
employment in a comparable available position for which the employee is qualified, for at
least 6 month period during which the employee shall not be discharged without cause.

H.14.2 Any District employee who is displaced as a result of a privatization contract, and is hired by
the contractor who was awarded the privatization contract, shall be entitled to the benefits
provided by the Service Contract Act of 1965, approved October 22, 1965 (*79 Stat. 1034; 41
U.S.C.S. § 351 et seq.*) ("Act").

H.14.3 If the employee's performance during the 6-month transitional employment period described
in paragraph H.14.1 is satisfactory, the contractor shall offer the employee continued
employment under terms and conditions established by the contractor;

H.15 DISPLACED EMPLOYEE RIGHT TO OFFER PROPOSALS

H.15.1 In accordance with paragraph (b) of the D.C. Official Code, Section 2-301.05b, Privatization
contracts and procedures requirement, Attachment J.1.4 current District of Columbia
Government employees may exercise their rights to submit an offer in response to this
solicitation.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will 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, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence and \$5,000,000 per Aggregate; includes

Manage & Operate Detoxification Center & Assessment & Referral Services coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence and \$5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

- B. **DURATION.** Except as proved in I.8.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), the SCP and the Documents Incorporated by Reference in the order listed in Sections J.1.1 - J.1.4.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF DOCUMENTS AND ATTACHMENTS**J.1 DOCUMENTS INCORPORATED BY REFERENCE AND MADE A PART OF THIS SOLICITATION AND ATTACHED TO THIS SOLICITAION**

J.1.1 Wage Determination No. 2005-2104, Revision # 9, dated March 16, 2009

J.1.2 Living Wage Act Fact Sheet

J.1.3 The Living Wage Act of 2006 – Draft Notice

J.1.4 Privatization contract and procedures requirements

J.2 DOCUMENTS ATTACHED TO THIS SOLICITATION TO BE COMPLETED BY THE OFFEROR (*The following forms, located at www.ocp.dc.gov shall be completed and submitted with the offer.*)

J.2.1 E.E.O. Information and Mayor’s Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Past Performance Evaluation Form

J.2.5 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 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.

(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

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment& Referral Services
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 subofferors. (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 (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

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 will 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 will 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 will 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 will 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);

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

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

K.8 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.8.1 Definitions. As used in this provision:

- K.8.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.8.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.8.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.8.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.8.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.8.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.8.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.8.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.x.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.8.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.8.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a

- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.8.2(1) through K.8.2(6) of this clause.

K.8.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.8.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.8.2 or K.8.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

The District intends to award single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 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. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (*insert solicitation number, title and name of offeror*)".

L.2.1 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 will 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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3 TECHNICAL PROPOSAL

L.3.1 The Offeror shall submit a detailed outline of the proposed program for accomplishing the requirements of Section C and an explanation of the creative approaches to be used as outlined below. Reference any special techniques, skills, or abilities that the offeror considers critical to accomplish the requirements outlined in this Request for Proposal.

Proposals shall be organized and presented in the following four (4) separate sections:

- Section 1 – Technical Approach
- Section 2 – Technical Expertise
- Section 3 – Past Performance
- Section 4 – Attachments

L.3.1.1 **Section 1 - Technical Approach:** The information requested in this section shall facilitate evaluation of the Offeror's technical approach in response to Section C. The contents of this section should convince the District that the Offeror understands the requirements, the ability to describe how the services will be delivered and creative approaches to be used. This section must include, but need not be limited to, the following information:

- (a) The offeror must describe how they will manage and operate a substance abuse assessment and referral services program; and
- (b) The offeror must describe how they will manage and operate a detoxification and stabilization program

L.3.1.2 **Section 2 - Technical Expertise:** The information requested in this section shall facilitate evaluation of the Offeror's technical expertise. Significant subfactors to be evaluated will include the Offeror's capacity to manage and operate a substance abuse assessment and referral center and a detoxification and stabilization center. This section must include the following information:

- 1) The Offeror must provide an organization chart identify the staffing patterns that will be implemented to meet the needs for the management and operation of the substance abuse assessment and referral program and the detoxification and stabilization program. The staffing pattern must include but not limited to a minimal wait (intake processing) time for clients.
- 2) Identify the staffing patterns that will be implemented to meet the needs of the residential sobering program.
- 3) Identify the staffing patterns that will be implemented to meet he needs of a 24 hour non-hospital medically supervised detoxification and stabilization service. These staffing patterns shall be adequate to assure the safety of the clients as well as the efficiency of the program and adhere to all applicable federal and District laws and regulations and should include the following.

- Name and title;
- Job description
- Type of support to be provided;
- The percentage of time to be spent on this contract and;
- Resumes of staff.

- B. The Offeror must provide documentation of the organization Financial Management. Skills. The offeror must demonstrate expertise in sound fiscal management and financial record-keeping, including the use of automated financial accounting software.

L.3.1.3 **Section 3- Past Performance:** The information requested in this section shall facilitate evaluation of the Offeror's past performance and demonstrated success in services of this nature. Significant subfactors to be evaluated will include the Offeror's organization past experience. This section must include the following information:

Manage & Operate Detoxification Center & Assessment& Referral Services
 The Offeror must provide the address, phone number, and e-mail address of at least three (3) public agencies who have engaged the firm for related projects or services. Offerors must have its client references complete Attachment J.2.4 – Past Performance Evaluation Form and submit with their proposal.

L.3.1.4 Section 4- Attachments: The Offeror shall provide in this section the following documents and pertinent information:

The Offeror shall provide in this section the following documents and pertinent information:

- A) Solicitation offer and award form;
- B) Attachments J.2.1, J.2.2, and J.2.3 of this RFP;
- C) Completed and signed representations and certifications and other required statements of the offeror found in Section K;
- D) Copy of valid business license if currently conducting business in the District of Columbia;
- E) Documentation of incorporation; and
- F) The most recent two (2) years audited financial statements, or their acceptable equivalent, to demonstrate financial solvency, stability, and wherewithal of the offeror.

L.4 Price Proposal - The information in this section facilitates the evaluation of the offeror's price proposal. The price proposal will be evaluated separately from the technical proposal. The offeror shall include the following information in the price proposal:

- a) The complete price schedule (Section B) showing the separate, total proposed price for the assessment and referral service and the residential non-hospital detoxification services inclusive of all costs and price;
- b) A separate detailed budget outline for the assessment and referral service and the residential non-hospital detoxification service;
- c) A separate detailed budget narrative for the assessment and referral service and the residential non-hospital detoxification services, explaining and justifying the overall budget; and
- d) Cost/price data – Attachment J.2.5.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1 Proposal Submission

Proposals must be submitted no later than **Monday, August 10, 2009 by 2:00 PM (EST)**. 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.5.2 Pre-Proposal Conference

A Pre-Proposal conference will be held at **11:00 a.m. on Wednesday, July 15, 2009** at 1300 First Street NE, 3rd floor conference room, Washington, DC 20002. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.5.3 Withdrawal or Modification of Proposals

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

L.5.4 Postmarks

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

L.5.5 Late Modifications

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

L.5.6 Late Proposals

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

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The District will not consider any questions received less than **15** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 64 New York Ave., NE, Room 6118, Washington, DC 20002 – phone number 202-671-4463, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement 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 Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.8.2 "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.

L.8.3 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will 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.8.4 Mark each sheet of data it wishes to restrict with the following legend:

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

L.9 PROPOSALS WITH OPTION 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.10 PROPOSAL PROTESTS

L.10.1 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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.11 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12 UNNECESSARILY ELABORATE PROPOSALS

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

L.13 RETENTION OF PROPOSALS

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

L.14 PROPOSAL COSTS

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

L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 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.16 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance as specified in Section I.8 shall be submitted within fourteen (14) days of contract award to:

Jean Wright
Contracting Officer
441 4th Street N.W. Room 700 South
Washington, DC 20001
(o) 202-724-5194
Email address: jean.wright@dc.gov

L.17 ACKNOWLEDGMENT OF AMENDMENTS

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

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment & Referral Services
Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of offeror;

L.19.2 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 §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, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.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 which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 STANDARDS OF RESPONSIBILITY

L.21.1 The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.21.2 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.21.3 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.21.4 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.5 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.21.6 Evidence of a satisfactory performance record, record of integrity and business ethics.

- L.21.7** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.21.9** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

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

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will 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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

M.3 Proposal Evaluation

M.3.1 The technical evaluation criteria set forth below has been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The offeror is informed that the criteria (1) serve as the standard against which all proposals will be evaluated and (2) serve to identify the significant matters which the offeror should specifically address in complying with the requirements of this solicitation.

M.3.2 The Offerors' technical proposal and price proposal shall be evaluated separately. Offers are advised that the technical and price proposals will be evaluated by the District based on the criteria outlined below.

M.3.3 Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

Technical approach	0-40 points
Technical expertise	0-30 points
Past performance	0-15 points

M.4.1 TECHNICAL CRITERIA (80 Points)

Factor 1: Technical Approach 40 Points

The offeror has proposed an acceptable methodology and plan that demonstrates the offeror understands the objectives, scope and deliverables and can successfully execute the program of services required in this RFP as specified in Section 4.1 and C.5.6, which include:

- (A) The assessment and referral service program; including staffing requirements, ability to appropriately address confidentiality issues, delineation of the method by which assessments and referrals will be completed in a timely manner; outline of the process for making and following up on referrals, and specification of how client placement criteria will be used to guide referral decisions.
- (B) The residential sobering program; including staffing requirements, ability to appropriately address confidentiality issues, and delineation of the method by which clients will be determined appropriate for placement, processed, and admitted; specification of how this process will be streamlined for efficiency, and methods for implementation of continuity of care protocols that will be triggered as a client is discharged (such as referrals to other services, information about addiction, or the issuance of a voucher).
- (C) The non-hospital medically supervised detoxification and stabilization service; including staffing requirements, ability to appropriately address confidentiality issues, and delineation of the method by which clients will be determined appropriate for detoxification and stabilization services, how they will be processed upon arrival, and protocols for admittance; specification for how this process will be streamlined for efficiency, and how inappropriate referrals will be processed, and methods for implementation of continuity of care protocols that will be triggered as a client nears discharge (such as referrals to other services, information about addiction, or the issuance of a voucher, so that the client is not lost to treatment when released from care).

Factor 2: Technical Expertise 30 Points

The offeror has demonstrated its experience and qualifications to operate the required program of services. In addition, the offeror has demonstrated expertise in sound fiscal

DCHC-2009-R-0002 Manage & Operate Detoxification Center & Assessment & Referral Services Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.6.1.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.6.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.6.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.6.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.6.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE 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 the LBE in response to an RFP.

M.6.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE 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 the DZE in response to an RFP.

M.6.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE 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 the DBE in response to an RFP.

M.6.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled 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 an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.5 Vendor Submission for Preferences

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.