DISTRICT OF COLUMBIA, DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
SOLICITATION, OFFER, AND AWARD
SECTION A

1. ISSUED BY/ADDRESS OFFER TO: **District of Columbia** **Department of Behavioral Health (DBH)** **Contracts and Procurement Services** **64 New York Avenue, NE, 2nd Floor** **Washington, DC 20002**	2. PAGE OF PAGES: **1 of 73** 3. CONTRACT NUMBER AND NAME: **RM-16-RFP-059-BY4-TYM** **Intensive Residence Services (IR)** 4. SOLICITATION NUMBER: **RM-16-RFP-059-BY4-TYM** 5. DATE ISSUED: **February 18, 2016** 6. OPENING/CLOSING TIME: **March 18, 2016 2:00 pm (EST)**
7. TYPE OF SOLICITATION: **[X] SEALED BID/PROPOSAL** **[ ] NEGOTIATION (SAS)**	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. FOR INFORMATION CALL	NAME: **Samuel J. Feinberg, CPPO, CPPB** **Director, Contracts and Procurement** **Agency Chief Contracting Officer**	A. TELEPHONE NUMBER: **(202) 671-3188**	B. E.MAIL ADDRESS: **Samuel.Feinberg@dc.gov**

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **90** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the Solicitation.

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

AWARD (To be completed by the DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) **Samuel J. Feinberg, CPPO, CPPB** **Cluster Health Services, Chief Contracting Officer**	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

SECTION B

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

B.1 PURPOSE OF CONTRACT

The Government of the District of Columbia, Department of Behavioral Health (DBH) intends to award multiple Contracts for the provision of intensive mental health community residence facility services to individuals enrolled in the DBH Public Mental Health System and whose complex psychiatric, medical and social needs require structured and supervised residential services. This solicitation is intended to afford individuals access to services, supports, treatment and care that is focused on specific person-centered behavioral and physical health recovery goals. Consumers must qualify for Mental Health Rehabilitation Services (MHRS) and have at least one co-morbid medical condition, and receive a Level of Care Certification that s/he requires this level of residential services and supports.

B.2 TYPE OF CONTRACT

The District contemplates award of a Firm Fixed Price Contract in accordance with 27 DCMR Chapter 24. The Contractor shall be remunerated according to Section B.5 - Price Schedule.

B.3 PERIOD OF PERFORMANCE

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

B.4 SERVICE RATE

The Unit Price for Services (published rates) under this contract is set forth by Chapter 57 entitled, Mental Health Community Residence per Diem of Subtitle A (Mental Health) of Title 22 (Health) of the District of Columbia Municipal Regulation ("DCMR"). The Unit Price is payable for each day the Consumer resides at the facility. For purposes of this contract, a Consumer resides at the facility any day in which he or she is present eight (8) hours or more. The Unit Price is not payable for any day the Consumer is not present in the facility for any reason including hospitalization or incarceration for at least eight (8) hours. The Contractor shall not charge the Consumer any co-payment, cost-sharing or similar charge for room and board above the amount set by the Social Security Administration and D.C. law.

B.5 An Offeror responding to this Solicitation must submit with its Proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.

B.5 PRICE SCHEDULE

B.5.1 BASE YEAR

(A)	(B)	(C)	(D)	(E)	(F)
CLIN	**Intensive Residential Mental Health Community Residence Facility (IR-MHCRF Residential Services)**	**IR-MHCRF Capacity***	**Number of Days**	**Published Unit Price**	**Extended Price C x D x E**
0001			365 days	$136.19	$
0002			365 days	$136.19	$
0003			365 days	$136.19	$
0004			365 days	$136.19	$
0005			365 days	$136.19	$
0006			365 days	$136.19	$
0007			365 days	$136.19	$
0008			365 days	$136.19	$
0009			365 days	$136.19	$
0010			365 days	$136.19	$
TOTAL FOR BASE YEAR					$

*The Vendor shall indicate the number of Consumers the listed facility is authorized to service.

B.5.2 OPTION YEAR ONE

(A)	(B)	(C)	(D)	(E)	(F)
CLIN	**Intensive Residential Mental Health Community Residence Facility (IR-MHCRF Residential Services)**	**IR-MHCRF Capacity***	**Number of Days**	**Published Unit Price**	**Extended Price C x D x E**
0001			365 days	$136.19	$
0002			365 days	$136.19	$
0003			365 days	$136.19	$
0004			365 days	$136.19	$
0005			365 days	$136.19	$
0006			365 days	$136.19	$
0007			365 days	$136.19	$
0008			365 days	$136.19	$
0009			365 days	$136.19	$
0010			365 days	$136.19	$
TOTAL FOR OPTION YEAR ONE					$

*The Vendor shall indicate the number of Consumers the listed facility is authorized to service.

B.5.3 OPTION YEAR TWO

(A)	(B)	(C)	(D)	(E)	(F)
CLIN	**Intensive Residential Mental Health Community Residence Facility (IR-MHCRF Residential Services)**	**IR-MHCRF Capacity***	**Number of Days**	**Published Unit Price**	**Extended Price C x D x E**
0001			365 days	$136.19	$
0002			365 days	$136.19	$
0003			365 days	$136.19	$
0004			365 days	$136.19	$
0005			365 days	$136.19	$
0006			365 days	$136.19	$
0007			365 days	$136.19	$
0008			365 days	$136.19	$
0009			365 days	$136.19	$
0010			365 days	$136.19	$
TOTAL FOR OPTION YEAR TWO					$

*The Vendor shall indicate the number of Consumers the listed facility is authorized to service.

B.5.4 OPTION YEAR THREE

(A)	(B)	(C)	(D)	(E)	(F)
CLIN	**Intensive Residential Mental Health Community Residence Facility (IR-MHCRF Residential Services)**	**IR-MHCRF Capacity***	**Number of Days**	**Published Unit Price**	**Extended Price C x D x E**
0001			365 days	$136.19	$
0002			365 days	$136.19	$
0003			365 days	$136.19	$
0004			365 days	$136.19	$
0005			365 days	$136.19	$
0006			365 days	$136.19	$
0007			365 days	$136.19	$
0008			365 days	$136.19	$
0009			365 days	$136.19	$
0010			365 days	$136.19	$
TOTAL FOR OPTION YEAR THREE					$

*The Vendor shall indicate the number of Consumers the listed facility is authorized to service.

B.5.5 OPTION YEAR FOUR

(A)	(B)	(C)	(D)	(E)	(F)
CLIN	**Intensive Residential Mental Health Community Residence Facility (IR-MHCRF Residential Services)**	**IR-MHCRF Capacity***	**Number of Days**	**Published Unit Price**	**Extended Price C x D x E**
0001			365 days	$136.19	$
0002			365 days	$136.19	$
0003			365 days	$136.19	$
0004			365 days	$136.19	$
0005			365 days	$136.19	$
0006			365 days	$136.19	$
0007			365 days	$136.19	$
0008			365 days	$136.19	$
0009			365 days	$136.19	$
0010			365 days	$136.19	$
TOTAL FOR OPTION YEAR FOUR					$

*The Vendor shall indicate the number of Consumers the listed facility is authorized to service.

TOTAL CONTRACT VALUE [Base Year and Four (4) One Year Options] $_____

_____ _____ _____

Print Name of Business/Organization Signature of Authorized Personnel Date

_____ _____

Print Name of Authorized Personnel Title of Authorized Personnel

***** END OF SECTION B *****

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
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SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

Intensive Mental Health Community Residence Facility (IR-MHCRF) shall provide the required services to facilitate and sustain the community tenure of individuals with a diagnosis of complex psychiatric, medical and social needs that require nursing supervision and support. The goal is to assist consumers to become fully integrated into their community. The Provider shall develop a Transition Plan to support community integration and utilize the Critical Time Intervention (CTI) Model to assist Consumers who chose to move from the IR-MHCRF to live in a less restrictive placement. The target population is consumers who have medical needs that require more nursing supervision and support than what is available in a traditional community residence facility. The successful Contractor shall demonstrate the ability to provide intensive residential support and services to Consumers enrolled in the Department of Behavioral Health, diagnosed with a serious mental illness requiring intensive behavioral and medical supports within a structured and supervised residential setting. The Contract is required to provide the intensive residential services and support in a licensed facility that is accessible to individuals who have restricted mobility and use wheelchairs and/or other ambulation assistive devices. This access includes entry to the facility, access to bedrooms, kitchen, other living spaces, and bathrooms.

C.2 DEFINITIONS

C.2.1 Access Helpline - (AHL) A 24-hour, seven-day-a-week telephone line operated by DBH connects callers to services provided by the Department of Mental Health and it contracted providers. The Access Helpline number is 1 (888) 7WE-HELP or 1-888-793-4357.

C.2.2 Certification - Written authorization from DBH allowing an entity to provide specified mental health services and mental health supports.

C.2.3 Consumer – For purposes of this solicitation, consumer refers to an adult, that seeks or receives Mental Health Services or Mental Health Supports funded or regulated by DBH. D.C. Official Code §7-1131.02(24).

C.2.4 Contractor - Individual or organization licensed and/or certified by DBH to provide mental health services and mental health supports. Operator and Provider are also used interchangeably to reference the entity to which this Contract has been awarded.

C.2.5 Core Services Agency (CSA) - is a Community-Based Provider of Mental Health Services and Mental Health Supports that is certified by DBH and that acts as a clinical home for Consumers of Mental Health Services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services and access to other needed services.

C.2.7 Critical Time Intervention (CTI) – is a time-limited support model that assists consumers in re-establishing themselves in community-based housing with access to necessary mental health services and housing supports.

C.2.8 Community Residence Review Process (CRF) – Process used by DBH to review applications placements and certify that the Consumer requires a specific Level of Care to live successfully in the community.

C.2.9 Individual Recovery Plan (IRP) - Individualized recovery plan for consumers, which is the result of the Diagnostic/Assessment. The IRP is developed by the CSA in conjunction with the consumer and other appropriate individuals and providers including the supported residence facility operator; the IRP is maintained by the consumer's CSA. The IRP includes the consumer's treatment goals, strengths, challenges, objectives and interventions. The IRP is based on the consumer's identified needs as reflected by the Diagnostic/Assessment, the consumer's expressed needs and referral information. The IRP shall include a statement of the specific, individualized objectives of each intervention, a description of the interventions and specify the frequency, duration and scope of each intervention activity. The IRP also includes the ISSP developed by Sub-providers and Specialty providers involved in providing services to the consumer. The IRP is the authorization of treatment, based upon certification that MHRS are medically necessary by an approving practitioner. 22A DCMR 3499.1

C.2.10 Intensive Mental Health Community Residence Facility (IR-MHCRF) - Shall be a residence that houses individuals, 18 years of age or older, with a principal diagnosis of mental illness and who require twenty four (24)-hour on site Supervision, personal assistance, lodging, and meals and who are not in the custody of the District of Columbia Department of Corrections that provides the full range of services required in Title 22-B Chapter 38, Section 3837.

C.2.11 Level of Care (LOC) - Refers to intensity of services with required features (e.g., MHRS type of service-as applicable, location and housing recommendation). LOC definitions for adults are provided in Exhibit 3 to DBH Policy Number 300.1D.

C.2.12 Mental Health Community Residence Facility (MHCRF) - Shall be a residence that houses individuals, 18 or older, with a principal diagnosis of mental illness and who require twenty four (24)-hour on site Supervision, personal assistance, lodging, and meals and who are not in the custody of the District of Columbia Department of Corrections. DBH regulations governing MHCRFs specify three categories of MHCRFs: Supported Residences which provide the minimum required services, Supported Rehabilitative Residence which provides additional rehabilitation services, and Intensive Residence which provides for persons requiring the highest level of services.

C.2.13 Mental Health Rehabilitation Services (MHRS) - Mental Health Rehabilitative or Palliative Services provided by a DBH-certified Community Mental Health Provider to Consumers in accordance with the District of Columbia State

Medicaid Plan, the MAA/DBH Interagency Agreement, and District of Columbia Municipal Regulations Title 22 Subtitle A Chapter 34, Mental Health Rehabilitation Services Provider Certification Standards.

C.2.14 Mental Health Rehabilitation Services Provider in Good Standing- A DBH-certified MHRS provider that is addressing any issues identified in Statements of Deficiency or Corrective Action Plans, in a timely manner; has no outstanding notices of infractions.

C.2.15 Mental Health Community Residence Facility Provider in Good Standing – A facility that holds a current regular MHCRF license or an initial 90-day provisional license for a new MHCRF that has just opened, issued by the DBH Office of Accountability, Division of Licensure.

C.2.16 Mental Illness - Substantial disorder of thought, mood, perception, orientation or memory that grossly impairs judgment, behavior, capacity to recognize reality or ability to meet the ordinary demands of life.

C.2.17 Nursing - Home or Nursing Facility – means a 24-hour inpatient facility, or distinct part thereof, primarily engaged in providing professional nursing care, health-related services and other supportive services needed by the patient/resident (D.C. Official Code Section 44-501(a)(3), and that is licensed by the District of Columbia Department of Health as a nursing facility.

C.2.18 Service Authorization - A process within DBH and the AHL where by clinical staff assess the medical necessity for services that require prior authorization or re-authorization.

C.3 APPLICABLE DOCUMENTS

C.3.1 The Contractor shall provide services in accordance with the following:

Item No.	Document Type	Title	Date
1	Chapter 31, Title 22-B of the D.C. Municipal Regulations	Licensing of Health Care and Community Residence Facilities	1992
2	Chapter 34, Title 22-A of the D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2011
3	Chapter 38, Title 22-B of the D.C. Municipal Regulations	Community Residents Facilities for Mentally Ill Persons	1995
4	DBH Policy 300.1D	Level of Care Utilization System (LOCUS/CALOCUS) Evaluations	2012
5	42 U.S.C. §§ 12101 *et seq.*	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
6	D.C. Official Code §§ 2-301.01 *et seq.*	The Procurement Practices Act of 1985, as amended	2001
7	D.C. Official Code §§ 2-303.06a *et seq.*, and 27 DCMR §§ 1905 *et seq.*	The Human Care Contract Amendment Act of 2000, as amended, and its implementing regulations	2001
8	D.C. Official Code §§ 2-1402.11 *et seq.*	District of Columbia Human Rights Act of 1977, as amended	2001
9	D.C. Official Code Title VII, Chapter 11A	The Department of Behavioral Health Establishment Act, as amended	2013
10	D.C. Official Code Title VII, Chapter 12	Mental Health Information Act, as amended	2001
11	D.C. Official Code § 21-501 *et seq.*	Hospitalization of the Mentally Ill Act (the Ervin Act)	2001

12	42 U.S.C. Ch. 7, 42 C.F.R. Chapter IV, subchapter C, and 29 DCMR Chapters 9 and 52	Social Security Act, Title II, Chapter XIX, as amended, and its implementing regulations	2001
13	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
14	Chapter 52 of Title 29, DCMR	Medicaid Reimbursement for Mental Health Rehabilitative Services	2005
15	Chapter 58 of Title 22A of the DCMR	Independent Mental Health Community Residential Facility Support Services Reimbursement	2012
17	D.C. Official Code § 44-1001.01 *et seq.*	Nursing Homes and Community Residence Facilities Protections	2005
	Any other statute, regulation or rule governing Medicaid, promulgated by the federal or District government, that applies to the provision of the services outlined in this Contract.		

C.3.2 Access to Online Documents

C.3.2.1 The United Stated Code (USC) is available online on the website of the Government Printing Office, GPO Access, www.gpoaccess.gov/USCODE/index.html.

C.3.2.2 The D.C. Code is available online on the website of the Council of the District of Columbia, www.dccouncil.us.

C.3.2.3 The Code of Federal Regulations (CFR) is available online on the website of the Government Printing Office, GPO Access, www.gpoaccess.gov/cfr/index.html.

C.3.2.4 The DCMR is available on the website of the Office of the Secretary of the District of Columbia, os.dc.gov, as is the D.C. Register, in which amendments to the DMCR are published.

C.4 LOCATION OF SERVICES

All DBH licensed Intensive Mental Health Community Residence facilities shall be located within the District of Columbia.

C.5 OPERATOR'S MINIMUM QUALIFICATIONS

C.5.1 Maintain a Mental Health Community Residence Facility License issued through DBH Office of Accountability/Division of Licensure with demonstrated capacity to provide Intensive Residence Services;

C.5.2 Serve a maximum number of eight (8) Consumers within one licensed facility unless this requirement has been waived in writing by DBH. In this instance the waiver must be submitted to DBH and approved prior to serving more than eight (8) consumers within the facility;

C.5.3 Own or operate the facility or facilities that the Contractor shall use to provide Intensive Residence Services;

C.5.4 Comply with contract monitoring and evaluation activities by DBH or its designee to verify billing;

C.5.5 Have the ability to contract with the District of Columbia, which requires that the Prospective Contractor have no outstanding debts with the Office of Tax and Revenue or the DBH unless an approved payment plan is in effect that could result in a waiver of this requirement;

C.5.6 Not have a record of false or fraudulent statements or conduct in dealing with the District of Columbia Government;

C.5.7 Is able to comply with the required or proposed delivery or performance schedule, based upon the Offeror's existing commercial and government contract commitments;

C.5.8 Has adequate financial resources to perform the contract or the ability to obtain those resources;

C.5.9 Has a satisfactory record of compliance with the law, including labor and civil rights law and regulations and First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-93; D.C. Official Code sec.2-219.01 *et seq.);*

C.5.10 Has, or has the ability to obtain, the a licensed facility as described in Section C.6.13.

C.5.11 Has not exhibited a pattern of overcharging the District;

C.5.12 Is otherwise qualified and is eligible to receive an award under applicable laws and regulations; and

C.5.13 Staff employed by Operator to perform the functions necessary under this Contract shall meet all requirements set forth in the regulations governing the operation of MHCRF including but not limited to those specified Sections 3818 through 3820 of Title 22-B, other provisions of 22-B DCMR Chapters 31 and 38, and any other applicable laws or regulations listed in Section C.3. There shall be a Residence Director who shall oversee the operation of the facility or facilities. The Residence Director shall ensure that staff has required physical examinations, health certificates, criminal background checks, and training, including CPR, First Aid and food handlers before commencing work at the facility. The Residence Director shall also maintain salary and benefit policies and payroll records for all employees.

C.6 INTENSIVE MENTAL HEALTH COMMUNITY RESIDENCE FACILITY SERVICE REQUIREMENTS

C.6.1 The Contractor shall be governed by Chapter 38 (Mental Health Community Residence Facilities) to Title 22 (Health), Subtitle B (Health), of the District of Columbia Municipal Regulations (DCMR).

C.6.2 An Intensive Residence (IR) shall provide on-site medical assistance, nursing, and rehabilitative services.

C.6.**3** An IR is appropriate for a maximum of eight (8) adults with a principal diagnosis of serious and persistent mental illness that have special needs due to co-morbid medical conditions that cannot be adequately provided for in an SR or SRR. These residents require twenty-four hour (24 hr.) staff supervision and enhanced care, and may need periodic one-to-one support for medical conditions or due to the intensity of psychiatric symptoms.

C.6.4 An IR shall have a staff-to-resident ratio of two (2) to eight (8), for sixteen hours (16 hrs.) a day during awake hours, whenever a resident is present. Additional staff shall be available during times of peak activity.

C.6.5 An IR shall have the capacity to provide one (1) on one (1) staffing when necessary as determined by the resident's treatment plan and the immediate needs of the resident and other residents in the facility.

C.6.6 Awake staff is required twenty-four hours (24 hrs.) per day in an IR.

C.6.7 Staffing shall be provided in accordance with the special program needs of residents including geriatric, dual diagnosis, behavioral, or nursing care, and may include medical, psychiatric, nursing, behavioral, social, and recreational services.

C.6.8 The Residence Director or a staff member shall be present whenever residents are at the residence. In addition, the Residence Director or designee shall arrange for clinical back-up services. The mental health professional designated to provide back-up services shall:

(a) Be available by telephone at all times;

(b) Be able to reach the residence within thirty (30) minutes in case of an emergency; and

(c) Be identified by name with an emergency telephone number provided to residents and staff.

C.6.9 Each Residence Director of an IR shall meet the requirements of § 3851 and shall also meet any additional professional license or experience qualifications, or higher Residence Director-to-resident ratios required pursuant to a current contract between the MHCRF and the Department for IR services.

C.6.10 Each IR shall have a full-time Registered Nurse at the facility a minimum of eight hours (8 hrs.) per day. In addition, a Licensed Practical Nurse (LPN) shall be on duty at the facility the remaining sixteen hours (16 hrs.) a day or whenever an RN is not on duty.

C.6.11 “On call” RN nursing consultation, supervision, and support shall be available to the LPN and any other staff on duty whenever an RN is not on duty at the facility.

The LPN shall be under the general supervision of a Registered Nurse at all times.

C.6.12 The resident's clinical treatment team and the facility's Residence Director in conjunction with the Department shall determine whether a person is appropriately placed in an IR.

C.6.13 An IR shall be in compliance with applicable requirements under the Americans with Disabilities Act, including accessibility requirements for bedrooms, living spaces and bathrooms.

C.6.14 The Contractor shall have experience in providing on-site management of individuals with psychiatric and behavior problems and medical needs that require nursing supports;

C.6.15 One to one support for behavioral management or for assistance and training with functional living skills such as ambulation, bathing, dressing, climbing stairs, etc.;

C.6.16 Crisis and emergency services in accordance with the Consumer's Crisis Emergency Plan;

C.6.17 The Contractor shall develop and implement an annual training plan to ensure that staff training or a similar course of study designed to help them identify, understand and respond to signs of mental illness, and substance abuse disorders;

C.6.18 The contractor shall develop and implement, within their annual training plan, courses that ensure that staff understands the basic tenets of cultural competency and are able to make appropriate cultural adaptations in the delivery of housing support services to respond to the unique cultural and linguistic needs of residents;

C.6.19 The Contractor shall provide written justification to DBH the intent to refuse acceptance of a Consumer.

C.6.20 If a Consumer is hospitalized, the Consumer shall be eligible to return to the facility if Consumer's needs are consistent with the services provided by the operator as determined by resident's treatment team and the resident in collaboration with the Hospital. If the plan is for the consumer to not return to the facility, the operator must provide a written justification to DBH within five (5) days of the consumer's admission date to the hospital.

C.6.21 Contractors shall document in the individual's record that quarterly team meetings take place at the residential facility to ensure all team members are up to date on the consumer's medical and psychiatric progress and needs.

C.6.22 The contract shall use the Integrated Care Applications Management System (iCAMS) that serves as the core component of a comprehensive health information technology/exchange (HIT/E) for DBH.

C.6.23 The contractor shall participate in discharge planning for Consumers who are in an inpatient or institutional setting during the consumer's stay in such a facility.

C.7 SERVICE PLANNING AND IMPLEMENTATION

C.7.1 In keeping with the DBH philosophy, Contractors must continuously assess and document the need for placement in an IR-MHCRF placement and proactively plan for less intensive levels of residential care in partnership with the individual and their CSA.

C.7.2 Recognizing that IR-MHCRF placements are not viewed as permanent living situations and that the District's goal is to facilitate the integration of Consumers into Independent Living environments within the Community to the greatest degree possible, prospective offers shall develop and implement a plan that includes specific goals and objectives designed to assist the Consumer in obtaining the necessary psycho-social and activity of daily living (ADL) skills to become more independent and live in a less restrictive environment.

C.7.3 The Contractor shall develop a plan within 60 days of the Consumer's admission. The plan for each Consumer shall provide a description of the barriers to living in the community and shall include specific strategies for addressing barriers to and individual's ability to transition to a less restrictive environment.

C.7.4 The plan shall include a description of the specific residential services and supports to be delivered to the Consumer, the criteria that shall be utilized to determine when the Consumer is ready for a less restrictive community placement, and the process that shall be used to make that determination in collaboration with the Consumer and his/her Core Service Agency (CSA).

C.7.5 The plans shall include an individualized crisis plan to assist the Consumer in developing self-management skills that can be utilized during times of de-compensation or medical emergencies and be used as guidance for residence staff in providing support during these times.

C.7.8 The plan shall document the Consumer's progress toward physical and psychiatric recovery including how the Consumer responds to services and nursing care provided, social skill development, barriers to community integrations and strategies attempted to address them; wraparound supports required to support the individual's community tenure in a less restrictive living environment.

C.8 CONSUMER ELIGIBILITY

A Consumer must meet the following eligibility criteria for admission into a Mental Health CRF as defined by this Contract:

C.8.1 Consumer shall be at least eighteen (18) years of age;

C.8.2 Consumer must be enrolled in Medicaid or Medicare or be eligible for enrollment and have an application pending, unless a written exception to this requirement is provided by the Department of Mental Health;

C.8.3 Be a resident of the District, as defined in D.C. Official Code § 7-1131.02 (29) (2008) Repl.);

C.8.4 Be an adult with mental illness as defined in D.C. Official Code § 7-1131.02 (24);

C.8.5 Be certified as requiring MHRS by a qualified practitioner;

C.8.6 Be certified by the DBH CRF Review Process to meet the criteria for this Level of Care; and

C.8.7 Have at least one co-morbid medical condition that requires nursing services and supports.

C.9 HOURS OF OPERATION

The Contractor shall provide Intensive Mental Health Community Residence services twenty-four (24) hours per day seven (7) days per week.

C.10 QUALITY ASSURANCE

C.10.1 The Contractor shall adhere to DBH Procedures and Policy.

C.10.2 The Contractor shall submit monthly utilization statistics as required by DBH.

C.11 STANDARD OF PERFORMANCE

The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing the duties specified in this contract.

C.12 LOCATION OF SERVICES

All Mental Health CRFs shall be located within the District of Columbia.

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

SECTION D

PACKING AND MARKING
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SECTION D
PACKAGING AND MARKING

D.1 The packaging and marking requirements for this Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1).

D.2 The Contractor shall be responsible for all posting and mailing fees connected with the performance of this Contract.

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

SECTION E

INSPECTION AND ACCEPTANCE
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SECTION E
INSPECTION AND ACCEPTANCE

E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1 – 4, Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007. (Attachment J.1)

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

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

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items

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

E.2.4 In case of non-performed work, DBH shall:

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

E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director/Agency Chief Contracting Officer (ACCO) and at no additional cost to the DBH.

E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.

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

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

E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Cluster Health Services, Chief Contracting Officer and at no additional cost to the DBH.

Somewhere it needs to say failure to adhere to 22DCMR Chapter 38 can result in termination of the contract for convenience of the Government ex: Receipt of restricted license for threatening issue or 2 or more provisional licenses.

We need to have the ability to terminate a contract due to failure to abate deficiencies in a timely manner. Look at issues we are having with Community Connections.

E.3 TEMINATION FOR CONVENIENCE

E.3.1 DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Cluster Health Services, Chief Contracting Officer determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the Cluster Health Services, Chief Contracting Officer, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice.

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

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

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

E.3.2.5 With approval or ratification to the extent required by the Cluster Health Services, Chief Contracting Officer settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.

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

E.3.2.7 Complete performance of the work not terminated.

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

E.4 TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION F

DELIVERY AND PERFORMANCE
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SECTION F
DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Period of Performance (POP) shall be for One Year from Date of Award (Base Year) with Four (4), One (1) Year Options as specified in Section B.

F.2 OPTION TO EXTEND THE PERIOD OF PERFORMANCE

The Cluster Health Services, Chief Contracting Officer can exercise each of the Four (4) One Year Options at the sole and absolute discretion of DBH based upon appropriated funding and satisfactory performance of the Contract during the Period of Performance. The total duration this Contract, including the exercise of any options under the Contract, shall not exceed Five (5) Years.

F.2.1 The District can exercise the term of the Contract for a period of Four (4) One-Year option periods, or successive fractions therefore, by written notice to the Contractor before the expiration of the Contract; provided that the Cluster Health Services, Chief Contracting Officer shall give the Contractor a preliminary written notice of its intent to extend, at least thirty (30) days before the expiration of the contract. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DBH based on the satisfactory performance of the Contractor by their being in full compliance with the Scope of Work, along with the Terms and Conditions of the Contract and subject to the availability of funds at the time of the Exercise of the Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Cluster Health Services, Chief Contracting Officer prior to the expiration of the Contract.

F.2.2 If the District exercises this Option, the extended Contract shall be considered to include this Option Period provision.

F.3 DELIVERABLES

Not Applicable

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract, or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the Cluster Health Services, Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DBH.

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

SECTION G

CONTRACT ADMINISTRATION DATA
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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District shall make payments to the Contractor, upon submission of proper invoices, based on the fixed unit prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

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

G.2 SUBMISSION OF INVOICE

G.2.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue, NE, 6th Floor
Washington, DC 20002

or by e-mail to: dbh.ap@dc.gov

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. **Please note that the invoice shall match the Contract Line Items (CLIN) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned UNPAID and shall be corrected and resubmitted as indicated in this clause.**

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

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

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, address where services were provided, quantity and the date(s) 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;

G.2.2.8 The first and last name and iCAMS identification number for each consumer served.

G.2.2.9 The contractor shall exclude from the invoice any day in which a Consumer was not present in the facility for at least eight (8) hours. For any Consumer identified in the Contractor's request for payment, the Contractor is certifying as a condition of payment that the Consumer was present in the facility for at least eight (8) hours for each day claimed by the Contractor and that the services provided meet the requirements of the Contract.

G.2.2.10 Each month, the Contractor must provide a copy of current lease or mortgage payments and current utility bills with the invoice, including – water, telephone, electricity, gas, oil (if applicable) -- for each facility under contract with DBH. Billing documentation must reflect 1) address where service is being provided 2) account information (Name, billing address, account number); and 3) current account balance. This information can be scanned to the COTR.

G.2.2.11 Authorized signature on invoice and cover letter accompanying the scanned material denoted in G.2.8 above

G.2.3 CERTIFICATION OF INVOICE

The Contracting Officer's Technical Representative (COTR) shall perform certification of each of the Contractor's invoices. The invoices shall be logged in by the Accounts Payable Office and forwarded to the COTR to review for accuracy and to perform certification for payment. The certified invoice shall be forwarded to the Agency Chief Financial Officer (ACFO) within five (5) working days after receipt of a satisfactory invoice.

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.6.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Cluster Health Services, Chief Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51%

District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

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

G.4.3 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.5 QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq*., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

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

G.5.1.2 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.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

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

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

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

G.5.2.3 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.5.2.4 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.5.3 <u>SUBCONTRACTOR REQUIREMENTS</u>

G.5.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.6 DIRECTOR, CONTRACTS AND PROCUREMENT/ AGENCY CHIEF CONTRACTING OFFICER (ACCO)

Contracts shall be entered into and signed on behalf of DBH only by the DBH Cluster Health Services, Chief Contracting Officer. The contact information for the DBH Cluster Health Services, Chief Contracting Officer is as follows:

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services, Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Phone: (202) 671-3188
Email: Samuel.Feinberg@dc.gov

G.7 AUTHORIZED CHANGES BY THE CLUSTER HEALTH SERVICES CHIEF CONTRACTING OFFICER

G.7.1 The Cluster Health Services, Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Cluster Health Services, Chief Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Cluster Health Services, Chief Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the Contract and advising the Cluster Health Services, Chief Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.8.1.1 Keeping the Cluster Health Services, Chief Contracting Officer informed of any technical or contractual difficulties encountered during the performance period and advising the Cluster Health Services, Chief Contracting Officer of any potential problem areas under the Contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the Cluster Health Services, Chief Contracting Officer if the

Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.8.1.4 Reviewing and approving invoice for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.8.2 The address and telephone number of the COTR is

Brandi Gladden
Business Operations Manager
64 New York Avenue, NE, 3rd Floor
Washington, DC 20002
Phone (202) 671-4032
brandi.gladden@dc.gov

G.8.3 The COTR shall NOT have the authority to:

1) Award, agree to, or sign any Contract, delivery order or task order. Only the Cluster Health Services, Chief Contracting Officer shall make contractual agreements, commitments or modifications;
2) Grant deviations from or waive any of the terms and conditions of the Contract;
3) Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4) Authorize the expenditure of funds by the Contractor;
5) Change the Period of Performance; or
6) Authorize the use of District property, except as specified under the Contract.

G.8.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Cluster Health Services, Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Cluster Health Services, Chief Contracting Officer shall, at the DBH's

expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

G.10 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for the performance under this Contract beyond the current Fiscal Year. DBH's obligation for the performance of this Contract beyond the current Fiscal Year is contingent upon the availability on appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of DBH for any payment may arise for performance under this Contract beyond the current Fiscal Year, until funds are made available to the Cluster Health Services, Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer (ACFO).

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS
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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed ten (10) business days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) shall be in an amount of **One Hundred Dollars ($100.00) per day** against the Contractor until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DBH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 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.2.1.1 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.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 (Revision 2), dated December 29, 2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq*., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the

exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.4 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, 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.5 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 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.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(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.6.4 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.6.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the CO the Contractor's compliance with section H.6.4 of this clause; or
(2) Submit a request to the CO for a waiver of compliance with section H.6.4 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.6.6.

H.6.6 The CO may waive the provisions of section H.6.4 if the CO 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.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the CO shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.6.8.

H.6.9 The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

H.7 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.9.2 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.9.3 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.9.4 The DOES 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.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.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.9.6 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.9.7 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.9.8 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 imminent 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.9.9 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.10 SUBCONTRACTING REQUIREMENTS

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.10.1.1 and H.10.1.2.

H.10.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.10.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.10.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.10.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.10.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.10.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.10.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.11 PRIVACY AND CONFIDENTIALITY COMPLIANCE

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DBH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B)

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at DBH link:

http://dbh.dc.gov/sites/default/files/dc/sites/dbh/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf

The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

H.12 NOTICE OF NON-DISCRIMINATION

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited

by the Act. Discrimination in violation of the Act shall not be tolerated. Violators shall be subject to disciplinary action.

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

SECTION I

CONTRACT CLAUSES
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SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007, are incorporated by reference into this Contract in Attachment J.1.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 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 in Attachment J.7. An award cannot be made to any Prospective Bidder/Offeror who has not satisfied the equal employment requirements.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTORS

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

subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

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

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

3. Workers' Compensation Insurance. The Contractors 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 Contractors shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

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

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

D. CONTRACTOR'S PROPERTY. Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure 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.

F. NOTIFICATION. The Contractors shall immediately provide the Cluster Health Services, Chief Contracting Officer with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the Director/ACCO.

G. CERTIFICATES OF INSURANCE. The Contractors shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services, Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
Phone: (202) 671-3188
Email: Samuel.Feinberg@dc.gov

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

I.9 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public Contracts in the District.

I.10 STOP WORK ORDER

I.10.1 Cluster Health Services, Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I.10.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Cluster Health Services, Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).

I.10.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Cluster Health Services, Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly.

I.10.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Cluster Health Services, Chief Contracting Officer decides the facts justify the action, the Cluster Health Services, Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

I.10.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Cluster Health Services, Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Cluster Health Services, Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 ANTI-KICKBACK PROCEDURES

I.11.1 Definitions:

I.11.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which

is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime Contract.

I.11.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.11.1.3 "Prime Contract," as used in this clause, means a Contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.11.1.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime Contract with the District.

I.11.1.5 "Prime Contractor employee," as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.11.1.6 "Subcontract," as used in this clause, means a Contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.

I.11.1.7 "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subcontract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.11.1.8 "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.11.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.11.2.1 Providing or attempting to provide or offering to provide any kickback;

I.11.2.2 Soliciting, accepting, or attempting to accept any kickback; or

I.11.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.11.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.11.2.2 of this clause in its own operations and direct business relationships.

I.11.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I.11.2.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.

I.11.5 The Director, Contracts and Procurement/ACCO may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the prime Contractor withhold from sums owed a subcontractor under the prime Contract the amount of the kickback. The Cluster Health Services, Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the prime Contractor shall notify the Cluster Health Services, Chief Contracting Officer when the monies are withheld.

I.12 RIGHTS IN DATA

I.12.1 "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.12.2 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.12.3 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.12.4 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.12.5 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 the 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 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. The District shall not unreasonable withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

I.12.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.12.6.1 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.12.6.2 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.12.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.12.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.12.7 The restricted rights set forth in Section I.12.6 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.12.8 In addition to the rights granted in Section I.12.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.12.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the 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 this paragraph.

I.12.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.12.5 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.12.10 For all computer software furnished to the District with the rights specified in Section I.12.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.12.5. For all computer software furnished to the District with the restricted rights specified in Section I.12.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.

I.12.11 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 for the following:

I.12.11.1 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

I.12.11.2 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.12.12 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.12.13 Sections I.12.6, I.12.7, I.12.8, I.12.11 and I.12.12 in this clause 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.13 SUSPENSION OF WORK

I.13.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Cluster Health Services, Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Cluster Health Services, Chief Contracting Officer in the administration of this Contract, or by the Cluster Health Services, Chief Contracting Officer'sfailure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

I.13.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.13.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Cluster Health Services, Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as

practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.14 ORDER OF PRECEDENCE

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

I.14.1 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 2, dated 12/29/2015 (Attachment J.6)

I.14.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J.1)

I.14.4 Sections A thru M of this Contract No. RM-16-RFP-059-BY4-TYM, Signed Amendments by Vendor and Waiver of Subcontracting Requirements

I.14.5 Best and Final Offer (BAFO): PENDING

I.14.6 Request for Proposal (RFP) Submission dated March 18, 2016

I.14.7 Request for Proposal (RFP) Solicitation dated February 18, 2016_, as amended

I.14.8 DBH Policies and Rules (Attachment J.4)

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written Contact.

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

PART IV: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS
WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

Attachment No.	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
J.2	DC Department of Consumer and Regulatory Affairs Business Registration and Licensing http://dcra.dc.gov/service/corporate-registration / http://dcra.dc.gov/node/545242
J.3	2016 Living Wage Act Fact Sheet (The Living Wage Act of 2006) / 2016 Living Wage Notice http://ocp.dc.gov/publication/2016-living-wage-notice / http://ocp.dc.gov/publication/2016-living-wage-fact-sheet
J.4	Department of Behavioral Health Policies and Rules - http://dbh.dc.gov/page/policies-rules
J.5	Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) http://dbh.dc.gov/node/243632
J.6	Wage Determination No. 2015-4281 (Revision 2) December 29, 2015 http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=2
REQUIRE COMPLETION AND SUBMISSION WITH BID/OFFER	
J.7	Tax Certification Affidavit http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/tax_certification_affidavit.pdf
J.8	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Complaince%20Documents%200307.pdf
J.9	Bidder/Offeror Certification Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx
J.10	**COST/PRICE DISCLOSURE CERTIFICATION:** http://ocp.dc.gov/publication/cost-price-disclosure-certification-form
J.11	First Source Agreement – **Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of $300,000.00 –** http://ocp.dc.gov/publication/first-source-employment-agreement-rev-2013
J.12	Mandatory Subcontracting Requirements – **Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of $ $250,000.00** http://dbh.dc.gov/node/816392

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

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Prospective Contractor 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 Prospective Contractor, by checking the applicable box, represents that

(a) It operates as:

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

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

_____ an individual
_____ a joint venture, or
_____ a corporation registered for business in _____
(Country)

K.3 EMPLOYMENT AGREEMENT

For all offers over $100,000, except for those in which the Prospective Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Solicitation and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Solicitation are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship

Council. The Prospective Contractor also agrees to notify all perspective Subcontractors, prior to execution of any Contractual agreements, that the Subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Prospective Contractor certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Prospective Contractor shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Contractor shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Prospective Contractor to hire or train persons it does not consider qualified based on standards Contractor applies to all job applicants.

Name _____ Title_____

Signature _____ Date_____

K.4 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

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 Prospective Contractor 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 Solicitation.

Prospective Contractor: _____Date:_____

Name: _____ Title:_____

Signature: _____

Prospective Contractor ____has ____has not participated in a previous Contract or Subcontract subject to the Mayor's Order 85-85. Prospective Contractor____ has ____has not filed all required compliance reports and representations indicating submission of required reports signed by proposed Subcontractors. (The above representations need not be submitted in connection with Contracts or Subcontracts, which are exempt from the Mayor's Order.)

K.5 BUY AMERICAN CERTIFICATION

Not applicable

K.6 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Contractor shall check one of the following:

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

_____ The following person(s) listed in Clause 17 may benefit from this Solicitation. For each person listed, attach the affidavit required by Clause17 of the Standard Contract Provisions.

_____

_____

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Not applicable

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

SECTION L

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

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to potentially make Multiple Contract Awards resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract 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

Offerors shall submit **one (1) signed original** plus **four (4) copies** of the written Proposal. The Proposals shall be submitted in two (2) separate sealed envelopes, with one titled "Technical Proposal" and the other titled "Price Proposal", which are then placed together into one large envelope. Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, stapled or bound Technical Proposal shall be submitted with a minimum of five (5) pages and not to exceed a maximum of fifteen (15) pages, additional pages only for Price Proposal and supporting documentation. Proposal shall be type written in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic, telegraphic and Facsimile Proposals shall "NOT" be accepted**. Each Proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. RM-16-RFP-059-BY4-TYM for Intensive Residential Mental Health Community Residence Facility (IR-MHCRF)"

The Prospective Contractor shall respond to each factor **(listed in Section M.3)** in a way that shall allow the District to determine the best and reasonable value selection of the Prospective Contractor's response. The Prospective Contractor 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 the best value source selection for all Proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1) Business Capability
2) Corporate Philosophy
3) Past Experience
4) Staffing Plan
5) Documentation and Reporting
6) Crisis Response Protocols

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-proposal Conference shall be held at Department of Behavioral Health located at 64 New York Avenue, NE, Washington, DC 20002 in Conference Room 218 on February 29, 2016 from 2:00 PM until 3:00 PM. All prospective Offerors are encouraged to attend.

L.4 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

Proposals must be submitted no later than 2:00 PM (EST) on March 18, 2016. 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) calendar day before the date specified for receipt of offers;

b) The Proposal or modification was sent by mail and it is determined by the Cluster Health Services, Chief Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

c) The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's solicitation submission must be **signed in Blue Ink.** DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Offer.

L.4.2 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 Prospective Contractor can furnish evidence from the postal authorities of timely mailing.

L.4.3 Late Modifications

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

L.4.4 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 Contract.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Contractor has any questions relative to this solicitation, the Prospective Contractor shall submit the question in writing to the Cluster Health Services, Chief Contracting Officer identified below. The Prospective Contractor shall submit questions no later than *seven (7)* calendar days prior to the closing date indicated for this solicitation. The District shall not consider any questions received less than *seven (7)* calendar days before the date set for submission of Proposal.

Official answers shall be provided in a form of an amendment to the solicitation that shall be sent to prospective Offerors who are listed on the official list as having received a copy of the solicitation and shall be posted in our website at www.dbh.dc.gov. Under the "Opportunities" header, please select "Contract Opportunities", from there select "Index of Procurement Listings".

Correspondence or inquiries related to this Solicitation shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services, Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
Phone: (202) 671-3188
Fax: (202) 671-3395
Email: Samuel.Feinberg@dc.gov

L.6 ERRORS IN PROPOSALS

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

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's 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.7.2 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.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include Option Year prices in its price/cost Proposal. An offer may be determined to be unacceptable if it fails to include pricing for the Option Year(s).

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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, 441 4th Street, NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Cluster Health Services, Chief Contracting Officer for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of

proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.11 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.11.1 Name, address, telephone number and federal tax identification number of Offeror;

L.11.2 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, 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.11.3 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.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 visual and other presentation aids are neither necessary nor desired. The Technical Proposal shall be submitted not to exceed the maximum of fifteen (15) pages.

L.13 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.14 RETENTION OF PROPOSALS

All Proposal documents shall be the property of the District and retained by the District and therefore shall not be returned to the Offerors.

L.15 PROPOSAL COSTS

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

L.16 GENERAL STANDARDS OF RESPONSIBILITY

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

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

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

L.16.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

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

SECTION M

EVALUATION FACTORS FOR AWARD
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SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract shall be awarded to the responsible Offeror(s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
5	Excellent	Exceeds most, if not all requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
3	Acceptable	Meets requirements; no deficiencies.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror's total technical score shall be determined by adding the Offeror's score for each sub-factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that Evaluation Factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 MANAGEMENT PLAN (50 POINTS)

3.1.1 The offer shall describe its experience or ability to provide person-centered residential supports and services to individuals with serious mental illness who have one or more physical conditions that require nursing services and supports. **(20 points)**

3.1.2 The offers shall describe how it will provide: **(30 POINTS)**

a) Coordination of services for each with the CSA, primary care provider and others identified in the IRP; (**5 points)**
b) Culturally and linguistically competent services; **(5 points)**
c) Facilities that are compliant with requirements under the Americans with Disabilities Act ("ADA") and has first floor accessibility to bed rooms, living spaces, dining room, kitchen and bathrooms, or elevators/other accommodations that make upper floors accessible; please provide the address of each facility and the number of individuals who will reside in each facility; **(10 points)**
d) Training to staff to to improve competencies in addressing the needs of individuals with behavioral health and physical health conditions; **(5 points)**
e) Transitional services to individuals who are no longer in need of IRP services and supports. **(5 points)**

M.3.2. PERSONNEL (20 POINTS)

a. Describe the staffing pattern and how staff will conduct activities in Section C.6
   i. Please provide the name (s), position descriptions, staff educational and experiential background for the nurse, residential director and staff positions.
   ii. Please provide the resume of the nurse, residential director and staff.

M.3.3 QUALITY IMPROVEMENT PLAN (15 POINTS)

Describe the agency's quality improvement plan including all tools and indicators that will be used to assess consumer satisfaction and the overall effectiveness of the program.

M.3.4 EMERGENCY PLAN (5 Points)

Describe the agency's plan to provide residential supports and services during fires or floods, unusually severe weather and any other instance whereby the safety and security of the residence may be compromised.

M.3.5 PAST PERFORMANCE CRITERIA (10 POINTS)

The District shall evaluate Offeror's Past Performance in performing on contracts, grants or subcontracts for mental health services or similar services. Provide the names, addresses, numbers and email information for three (3) points of contact for which Offeror has provided the same or similar service in the last three (3) years. In addition, include a brief description of the type of work provided to each point of contact; also include dates of service and whether service was satisfactory.

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

M.5.1.1 Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale

added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

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

M.5.1.9 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (RFP).

M.5.1.10 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this RFP.

M.5.1.11 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this RFP.

M.5.1.12 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this RFP.

M.5.1.13 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this RFP.

M.5.1.14 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this RFP.

M.5.1.15 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this RFP.

M.5.1.16 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer shall verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any 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, NW, Suite 970N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

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