



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

REQUEST FOR PROPOSAL (RFP)

**RM-14-RFP-236-BY4-TYM – TRAINING INITIATIVE SUPPORT FOR INDIVIDUALS
WITH BOTH INTELLECTUAL/DEVELOPMENT DISABILITIES
AND MENTAL ILLNESS**

The Government of the District of Columbia, Department of Behavioral Health (DBH), is seeking a Contractor to develop and deliver comprehensive Dual Diagnosis Training to up to Fifty (50) Mental Health Providers within Five (5) Core Service Agencies (CSA) within DBH.

Opening Date: Wednesday, June 18, 2014
Optional Pre-Proposal Conference: Tuesday, June 24, 2014
Closing Date: Monday, July 7, 2014, 2:00 P.M.

To obtain a copy of this Request for Proposal (RFP), please visit our website at www.dbh.dc.gov and under the “Opportunities” header, please select “Contract Opportunities”, from there select “Index of Procurement Listings”, or contact Ms. Tonya Mills, Contract Specialist, at (202) 671-3178 or by email at Tonya.Mills@dc.gov.

Proposals shall be submitted to Ms. Tonya Mills, Contract Specialist via hand delivery, U.S. Postal Service (Mail) in a sealed envelope marked with Solicitation Number and Name of Offeror at the address below.

Any and all questions pertaining to this solicitation must be submitted in writing no later than Ten (10) calendar days prior to the closing of this solicitation to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
Contract and Procurement
64 New York Avenue, NE Suite 200
Washington, DC 20002
Samuel.Feinberg@dc.gov**

1. ISSUED BY/ADDRESS OFFER TO: GOVERNMENT OF DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT 64 NEW YORK AVENUE, NE SUITE 200 WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 70
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-14-RFP-236-BY4-TYM
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: June 18, 2014 / July 7, 2014 @ 2:00 PM EST
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

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

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	40-50
x	B	Supplies/Services and Price/Costs	2-8	PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement	9-17	x	J	List of Attachments	51
x	D	Packaging and Marking	18-19	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	20-23	x	K	Representations, Certifications and other Statements of The Contractors	52-55
x	F	Deliveries or Performance	24-25	x	L	Instrs, Conds., & Notices to The Contractors	56-64
x	G	Contract Administration	26-33	x	M	Evaluation Factors for Award	65-70
x	H	Special Contract Requirements	34-39				

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE NO.
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	ORDERING CLAUSE	3
B.4	SUBCONTRACTING PLAN	3
B.5	SCHEDULE B PRICING (BASE YEAR)	4
B.6	SCHEDULE B PRICING (OPTION YEAR 1)	5
B.7	SCHEDULE B PRICING (OPTION YEAR 2)	6
B.8	SCHEDULE B PRICING (OPTION YEAR 3)	7
B.9	SCHEDULE B PRICING (OPTION YEAR 4)	8

SECTION B SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia, Department of Behavioral Health (DBH), is seeking a Contractor to develop and deliver comprehensive Dual Diagnosis Training to up to Fifty (50) Mental Health Providers within Five (5) Core Service Agencies (CSA) within DBH. The Period of Performance (POP) under this Contract shall be One Year from Date of Award with Four One Year Option Periods. The Dual Diagnosis Training requirement is described in Section C Scope of Work.

B.2 CONTRACT TYPE

B.2.1 This is a Firm Fixed Price Contract. The District requires the Offeror to provide Pricing for the Contract Line Item Number (CLIN) listed in the Pricing Schedule B. Pursuant to the requirements of 27 DCMR § 2402.3 FIXED-PRICE CONTRACTS, a Firm-Fixed-Price Contract shall provide for a price that is not subject to any adjustment on the basis of the Offerors's cost experience in performing the Contract. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto.

B.3 ORDERING CLAUSE

B.3.1 The Contractor shall furnish delivery or performance of the supplies or services specified in the Schedule B, Pricing and Section C, Description/ Specifications/ Statement of Work. Any order issued during the effective period of performance of this Contract and not completed within that period of performance shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the Contract expiration date.

B.4 SUBCONTRACTING PLAN

B.4.1 For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted services shall be subcontracted in accordance with Section H. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Offerors responding to this Solicitation shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.5 SCHEDULE B – PRICING SCHEDULE – BASE YEAR

(A)	(B)	(C)	(D)	(E)
Contract Line Item Number	Description of Supplies/Services	Unit (Hours)	Unit Price (Per Month)	Extended Price
	Dual Diagnosis Training in accordance with the Statement of Work herein.			
CURRICULUM DEVELOPMENT/SUPPORT				
0001	Project Plan Preparation	_____	\$_____	\$_____
0002	Development of Instructional Plans and Curricula	_____	\$_____	\$_____
0003	Develop, Conduct and Report Training Evaluation	_____	\$_____	\$_____
0004	Quarterly On-Site Meetings	_____	\$_____	\$_____
0005	Quarterly QI Reporting	_____	\$_____	\$_____
0006	Technical Support and Coaching	_____	\$_____	\$_____
0007	Supplies	_____	\$_____	\$_____
TRAINING DELIVERY				
008	Training Facilitation	_____	\$_____	\$_____
BASE YEAR CONTRACT TOTAL AMOUNT			\$_____	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.6 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR ONE (1)

(A)	(B)	(C)	(D)	(E)
Contract Line Item Number	Description of Supplies/Services	Unit (Hours)	Unit Price (Per Month)	Extended Price
	Dual Diagnosis Training in accordance with the Statement of Work herein.			
CURRICULUM DEVELOPMENT/SUPPORT				
0001	Project Plan Preparation	_____	\$_____	\$_____
0002	Development of Instructional Plans and Curricula	_____	\$_____	\$_____
0003	Develop, Conduct and Report Training Evaluation	_____	\$_____	\$_____
0004	Quarterly On-Site Meetings	_____	\$_____	\$_____
0005	Quarterly QI Reporting	_____	\$_____	\$_____
0006	Technical Support and Coaching	_____	\$_____	\$_____
0007	Supplies	_____	\$_____	\$_____
TRAINING DELIVERY				
008	Training Facilitation	_____	\$_____	\$_____
OPTION YEAR ONE (1) CONTRACT TOTAL AMOUNT			\$_____	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.7 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR TWO (2)

(A)	(B)	(C)	(D)	(E)
Contract Line Item Number	Description of Supplies/Services	Unit (Hours)	Unit Price (Per Month)	Extended Price
	Dual Diagnosis Training in accordance with the Statement of Work herein.			
CURRICULUM DEVELOPMENT/SUPPORT				
0001	Project Plan Preparation	_____	\$_____	\$_____
0002	Development of Instructional Plans and Curricula	_____	\$_____	\$_____
0003	Develop, Conduct and Report Training Evaluation	_____	\$_____	\$_____
0004	Quarterly On-Site Meetings	_____	\$_____	\$_____
0005	Quarterly QI Reporting	_____	\$_____	\$_____
0006	Technical Support and Coaching	_____	\$_____	\$_____
0007	Supplies	_____	\$_____	\$_____
TRAINING DELIVERY				
008	Training Facilitation	_____	\$_____	\$_____
OPTION YEAR TWO (2) CONTRACT TOTAL AMOUNT			\$_____	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.8 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR THREE (3)

(A)	(B)	(C)	(D)	(E)
Contract Line Item Number	Description of Supplies/Services	Unit (Hours)	Unit Price (Per Month)	Extended Price
	Dual Diagnosis Training in accordance with the Statement of Work herein.			
CURRICULUM DEVELOPMENT/SUPPORT				
0001	Project Plan Preparation	_____	\$_____	\$_____
0002	Development of Instructional Plans and Curricula	_____	\$_____	\$_____
0003	Develop, Conduct and Report Training Evaluation	_____	\$_____	\$_____
0004	Quarterly On-Site Meetings	_____	\$_____	\$_____
0005	Quarterly QI Reporting	_____	\$_____	\$_____
0006	Technical Support and Coaching	_____	\$_____	\$_____
0007	Supplies	_____	\$_____	\$_____
TRAINING DELIVERY				
008	Training Facilitation	_____	\$_____	\$_____
OPTION YEAR THREE (3) CONTRACT TOTAL AMOUNT			\$_____	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.9 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR FOUR (4)

(A)	(B)	(C)	(D)	(E)
Contract Line Item Number	Description of Supplies/Services	Unit (Hours)	Unit Price (Per Month)	Extended Price
	Dual Diagnosis Training in accordance with the Statement of Work herein.			
CURRICULUM DEVELOPMENT/SUPPORT				
0001	Project Plan Preparation	_____	\$_____	\$_____
0002	Development of Instructional Plans and Curricula	_____	\$_____	\$_____
0003	Develop, Conduct and Report Training Evaluation	_____	\$_____	\$_____
0004	Quarterly On-Site Meetings	_____	\$_____	\$_____
0005	Quarterly QI Reporting	_____	\$_____	\$_____
0006	Technical Support and Coaching	_____	\$_____	\$_____
0007	Supplies	_____	\$_____	\$_____
TRAINING DELIVERY				
008	Training Facilitation	_____	\$_____	\$_____
OPTION YEAR FOUR (4) CONTRACT TOTAL AMOUNT			\$_____	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE NO.
C.1	BACKGROUND	10-11
C.2	OVERVIEW	11
C.3	SCOPE OF WORK	11-15
C.4	SPECIFICATIONS	15
C.5	EXPERTISE AND QUALIFICATIONS	16
C.6	DELIVERABLES	16
C.7	APPLICABLE DOCUMENTS	17

SECTION C

BACKGROUND/OVERVIEW/SCOPE OF WORK

C.1 BACKGROUND

The District of Columbia Department of Behavioral Health (DBH) and the Department on Disability Services (DDS) have previously worked together to develop a cadre of community based providers with expertise in serving persons who have been diagnosed with co-occurring intellectual and developmental disabilities and serious mental illness. While DDS administers the Medicaid Home and Community Based waiver, which includes long term supports for consumers with developmental disabilities in supported employment, residential services, transportation, and in-home services that may be required to support an individual, DBH provides on-going support through its core mental health agencies and treatment for mental illness.

DBH and DDS are working to enhance this collaboration by expanding the Scope of Services available to individuals who have a Diagnosis of a Co-Existing Intellectual or Developmental Disability and Mental Health Issue (Dual Diagnosis) to improve outcomes for their shared consumers. The goal of the collaboration is to expand the number of Mental Health Providers within the DBH Provider Network with the ability to provide quality care to this population. This expansion would specifically address the need for increasing the number of Licensed Social Workers and Counselors trained along with being approved to provide Behavior Support Technical Assistance and Consultation. Licensed Social Workers shall also be trained to complete Functional Behavior Assessments and develop Behavior Support Plans.

Persons with Intellectual Disabilities are three to four times more likely to have a Mental Illness than persons in the general population. There were 2,129 people receiving supports funded through DDS as of January 22, 2013, with current estimates of Dual Diagnosed individuals ranging from 40-50%. The co-existence of Intellectual or Developmental Disabilities and a Psychiatric Disorder can have serious effects on an individual's daily functioning by interfering with educational and vocational activities, by jeopardizing residential placements and by disrupting family and peer relationships. The presence of Behavioral and Emotional problems can greatly reduce the Quality of Life for persons with Intellectual or Developmental Disabilities. Individuals involved in DBH and DDS delivery systems have complex needs and a high level of provider skill is required to effectively serve this population.

Evidence-based support for Dual Diagnosed Individuals must include Comprehensive Behavioral Support Services and simultaneous treatment of mental illness. But, lack of professional training is a major obstacle to providing adequate services to people with dual diagnosis. While few professionals in the field of Intellectual Disabilities are trained to recognize mental health problems, Mental Health Professionals may also be unaware of issues facing people with Intellectual Disabilities. Without specific training in Dual Diagnosis, Clinicians are unaware of the possibility of co-occurring conditions, fail to ask the appropriate clinical questions and create circumstances in which these individuals are untreated, undertreated or, more alarmingly, treated with ineffective or inappropriate methods.

DDS has worked over the past two years to increase the number of Psychologists working with people with Intellectual Disabilities. But, to increase the quality and quantity of Diagnostic and Treatment Services, future efforts should include specific training, coaching and technical support for Licensed Independent Clinical Social Workers (LICSW) who are able to conduct Diagnostic Assessments, create Individual Recovery Plans and provide on-going Behavioral Support Planning in accordance with District Regulations. While some opportunities for training on Dual Diagnosis and Treatment may be available, these tend to be isolated activities without a Comprehensive Curriculum. This important initiative shall develop, test and deliver a Competency Based Training Program to Mental Health Professionals in the knowledge, skills and abilities for Person Centered Behavioral Support Assessment and Planning. This initiative shall not only enhance the current system of diagnostic and treatment services but shall expand prevention and early intervention supports aimed at reducing the onset of challenging behaviors in Dual Diagnosed Individuals.

Both DDS and DBH are committed to supporting Dual Diagnosed Individuals in the community, in the least restrictive environment with the maximum success in community inclusion. Together they are working to train fifty (50) additional Mental Health Professionals within the Public Mental Health System to assist with positive behavior support for individuals with a Dual Diagnosis. This collaboration shall increase access to this service for individuals whether qualified for waiver services or not.

DBH proposes to identify a minimum of five (5) Mental Health Agencies interested in increasing their capacity to provide quality services to individuals who have been dually diagnosed as having an Intellectual Disability and a Mental Health issue. As stated above, a training and support program shall be developed and managed by DBH to enhance the skills of up to fifty (50) Mental Health Professionals within the identified Core Service Agencies (CSAs). Agencies shall be selected through an application process. The CSAs awarded the opportunity to participate in this effort, shall receive funding to supplement training costs and the wages of staff who attend the training sessions.

C.2 OVERVIEW

DBH is seeking a Contractor to develop and deliver a comprehensive Dual Diagnosis Training package to up to fifty (50) Mental Health Professionals within the Public Mental Health System to assist with positive behavior support for individuals with a Dual Diagnosis in the District of Columbia.

C.3 SCOPE OF WORK

The successful Contractor awarded this Contract shall develop and deliver a Comprehensive Training Package that shall consist of the following:

C.3.1 The Contractor shall provide a Written Project Plan including procedures to maintain compliance with DDS's Human Rights Policy and Policy on Behavior Support Plan Requirements. This plan shall show how the training shall be provided and the areas covered, including a training calendar that identifies number of trainings, date(s), time/duration, location and trainer(s).

C.3.2 The Contractor shall develop Instructional Plans for each training that includes, at a minimum, the following elements: content descriptions, learning outcomes, target audience, instructor notes, presentation materials, evidence-based and best practice literature references, handouts, detailed schedules (including topics and breaks) and all other relevant instructional plan elements.

C.3.3 The Contractor shall provide an Evaluation Plan which shall include:

- a.) Pre/Post competency testing to measure participant learning;
- b.) Evaluation of the training to measure the impact on individual and agency performance at intervals up to twelve (12) months after training delivery, or other time interval as approved by DBH.

C.3.4 The Contractor shall provide a curriculum that provides training in knowledge, skills and abilities in accordance with the; health and wellness; choice and decision-making; rights and dignity; safety and security; community inclusion; relationships; role of the direct support professional; behavioral data collection methods, quality assurance of intervention fidelity and satisfaction. Curriculum may be a combination of e-learning, webinars and classroom courses.

C.3.5 The Contractor shall provide enhanced competency based training that shall occur in the following three areas:

C.3.5.1 Foundational Knowledge

Covers basic concepts that must be understood in order to implement Behavioral Supports.

- i.) Basic introduction to understanding Intellectual and Developmental Disabilities:
 - a.) Review criteria for determination of Intellectual/Development Disabilities (IDD) and include overview of cognitive and adaptive functioning, pre-18 year old onset and medical diagnosis linked to IDD.
- ii.) Overview of co-occurrence of the symptoms of both Intellectual or Developmental Disabilities and Mental Health Problems:
 - a.) Review of interaction of symptoms, “Diagnostic Overshadowing” and strategies for focusing on both intellectual function and mental health status.
- iii.) Habilitation versus Rehabilitation:
 - a.) Differentiating rehabilitation from habilitation activities with a focus on improving their skills in day-to-day functioning.

- iv.) Trauma Informed Support and Interventions:
 - a.) Familiarity with individuals who have histories of physical and sexual abuse and other types of trauma-inducing experiences with an emphasis on understanding of the vulnerabilities or triggers of trauma survivors to avoid re-traumatization.
- v.) Forensic Support and Interventions:
 - a.) Familiarity with behavioral interventions for individuals who have histories of sex offenses or other criminal behavior but who are not competent to stand trial, with the goal of eliminating functional deficits that put them at risk for re-arrest.

C.3.5.2 Client-Centered Responsibilities

These include tasks related to working with all clients and they should be relevant in most applied situations.

- i.) Introduction to the Concept of Positive Behavioral Supports:
 - a.) Introduction to the concepts and principles of Applied Behavior Analysis to include core concepts of motivation, reinforcement, extinction, and rule governed and verbal behavior, along with examples of behavior change techniques that employ these concepts.
- ii.) Person-Centered Planning:
 - b.) Review Person-Centered Planning approaches that include getting to know the person with the disability, assembling a team to develop a comprehensive personal profile of the individual (focus person), and clear, unrestricted vision of success (to involve the individual's talents, goals and dreams, and includes new roles he or she can fill in society).

C.3.5.3 Service Delivery

The Contractor shall provide three levels of intervention for Dual Diagnosed Individuals. The interventions would increase in complexity as the severity of targeted behaviors increases. Licensed social workers (LCSW) would be trained to perform all three tiers; licensed counselors (LPC) would only be trained to perform Tiers 1 and 2.

- i.) **Tier 1: Technical Assistance (Target Audience: LCSW's and LPC's)**
Interdisciplinary team members, mental health treatment team members, care providers, family and/or natural supports would receive specific training from the mental health professionals. Examples of training topics might include:
 - a.) Specific information about biologically based factors influencing behavior (organic influences, chronic medical conditions, sensorimotor impairments, psychotropic medication side effects, etc);

- b.) Information about person-centered planning, proactive strategies, or antecedent interventions;
- c.) Information about symptoms, related behavioral concerns and necessary environmental/social adjustments relevant to documented mental health conditions;
- d.) Assistance in design and implementation of environmental and/or social supports prior to hospital discharge;
- e.) Providing support necessary for skill building and knowledge development (e.g. Psychoeducation about mental health relapse, money management skills, travel training, meal planning, social skills, Psychoeducation about medication, ADL skills, and leisure time skills).

EXAMPLE: An individual who is ‘Non-Compliant’ with going to Day Program may be perceived as being in need of a behavior support plan in order to ‘get them to go’ when perhaps technical assistance on person centered planning (e.g., identify day activities the person is more interested in) would be sufficient to address the area of concern.

EXAMPLE: An individual experiencing repeated Emergency Room (ER) visits because of symptoms of Psychosis whose circle of support may benefit from Psychoeducation regarding the nature/effect/management of these symptoms.

ii.) **Tier 2: Behavior Support Consultation (Target Audience: LICSW’s and LPC’s)**

- a.) Consultation from a Mental Health Professional would be necessary when a behavior of concern is identified as distracting, disruptive, or destructive but the behavior may be safely tolerated due to low intensity, low severity and low duration AND;
- b.) The topography, intensity, frequency and/or duration affects the individual in at least one of the following area:
 - Impacts individual’s functional independence (i.e. loss of job, loss of natural supports, eviction/loss of residence or causes a significantly higher level of staffing supervision than would otherwise be necessary);
 - Interferes with quality of life (i.e. desired outcomes, relationships, opportunities for participation in community activities).

Examples of Consultative Interventions might include:

- a.) Addressing behaviors through basic changes to routines, safe access to choices, and/or basic changes to the environment;

- b.) Skill building interventions provided directly to the individual that requires a trained Mental Health Professional to initiate and monitor implementation (e.g. identifying most appropriate positive reinforcement/incentive plans, distress tolerance skills for emotion regulation, anger management training, problem-solving skills training, stress management skills, social skills training, relapse prevention strategies).

EXAMPLE: An individual is assessed to have mental health symptoms of verbal aggression and irritability that have resulted in job loss. Behavior Support Consultation is necessary to develop a plan for simplifying the demands of the work environment and teaching skills for requesting work breaks throughout the day.

iii.) **Tier 3: Functional Behavior Assessment and Behavior Support Plan Development (Target Audience: LICSW's)**

A Behavior Support Plan (BSP) would be developed by a licensed Mental Health Professional when an individual exhibits behaviors that pose a threat to his or her health or safety, or to the health and safety of others. A BSP is developed as part of a collaborative person-centered planning process involving the individual and his or her support team. The BSP must be based on a Functional Behavioral Assessment that identifies the setting events, antecedents, maintaining consequences and hypothesized purpose of the targeted behavior. Proactive strategies that shall be used to prevent the targeted behavior must be included in the BSP.

C.4 **SPECIFICATIONS**

- C.4.1 The Contractor shall coordinate quarterly on-site meetings with DBH and DDS stakeholders;
- C.4.2 The Contractor shall submit a Project Plan which includes dates and timelines of all items to be delivered within the Scope of Work;
- C.4.3 The Contractor shall submit Instructional Plan(s) and curricula;
- C.4.4 The Contractor shall facilitate training(s);
- C.4.5 The Contractor shall evaluate training(s);
- C.4.6 The Contractor shall provide at least three (3) additional In-Service Training workshops during the year to review positive Behavior Support Interventions and Behavior Support Plan Development;
- C.4.7 The Contractor shall provide Quarterly Reporting from Quality Assurance monitoring of skills and knowledge;
- C.4.8 The Contractor shall provide Technical Support to Licensed Social Workers that:
 - C.4.8.1 Ensure that Individual Behavior Support Plans contain all elements required by DDS policy;
 - C.4.8.2 Provides guidance with analysis of Behavioral Data and selection of data collection methods, along with teaching specific Behavior Analytic Techniques and reinforcement procedures.

C.5 EXPERTISE AND QUALIFICATIONS

- C.5.1** The Contractor shall have Trainers with a minimum of seven (7) years of experience providing direct supports, or expertise/certification in the subject matter and competent to provide each participating Mental Health Professional with initial and continuous Technical Support that enables the worker to perform Person-Centered Diagnostic Assessments, Technical Assistance and continued Behavioral Support Planning.
- C.5.2** The Contractor shall remain in collaboration with a Skilled Instructional Designer throughout curriculum development process
- C.5.3** The Contractor shall provide demonstrated experience through submission of CV(s). Items #1 and #2 of Section C.6 Deliverables below may be the same individual.

C.6 DELIVERABLES

	Deliverable	Frequency	Method	Deliver to
1.	The Contractor shall submit records of each training session presented to include content outline, date, time, duration, names of participants and scores from competency post-test.	Within 14 business days after training is completed	Electronic via email	COTR
2.	The Contractor shall submit an instructional plan and curricula for positive behavior support training and person-centered planning training.	At least 30 calendar days before training is scheduled	Electronic via email	COTR
3.	The Contractor shall submit an instructional plan and curricula for each in-service workshop.	At least 14 calendar days before training is scheduled	Electronic via email	COTR
4.	The Contractor shall submit Quality Assurance monitoring report.	Quarterly	Electronic via email	COTR

C.7 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1.	D.C. Law 2-137, The Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978 (D.C. Official Code §7-1301et. seq	Rights of Intellectually Disabled Individuals	1978
2.	DDS Human Rights Policy - District of Columbia Department on Disability Services Policy Number 2013-DDA-H&W-POL007	Human Rights Policy	September 3, 2013
3.	DDS Behavior Support Plan Requirements Policy -District of Columbia Department on Disability Services Policy Number 2013-DDA-H&W-PR016	Behavior Support Plan Requirements Policy	September 3, 2013
4.	DDS Behavior Support Policy - District of Columbia Department on Disability Services Policy Number 2013-DDA-POL008	Behavior Support Plan Policy	September 3, 2013
5.	District of Columbia Health Occupations Revision Act of 1985, Effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code §3-1207 et. seq)	DC Municipal Regulations for Social Work	June 7, 2013
6.	District of Columbia Health Occupations Revision Act of 1985, Effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code §3-1207 et. seq)	DC Municipal Regulations for Professional Counseling	May 30, 2008

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

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE NO.
D.1	PACKAGING AND MARKING	19
D.2	POSTAGE AND MARKINGS	19

SECTION D PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

D.2 POSTAGE AND MAILING FEES

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

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

SECTION E

INSPECTION AND ACCEPTANCE TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
E.1	INSPECTION OF SUPPLIES AND SERVICES	21
E.2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES TERMINATION FOR CONVENIENCE	21
E.3	TERMINATION FOR CONVENIENCE	22
E.4	TERMINATION FOR DEFAULT	22-23

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. The DBH shall deduct from the Contractor’s invoice, or otherwise withhold payment for any non-conforming service as specified below.

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

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

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

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

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

E.3 TERMINATION FOR CONVENIENCE

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

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

E.3.2.1 Stop work as specified in the notice.

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

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

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

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

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

E.3.2.7 Complete performance of the work not terminated.

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

E.4 TERMINATION FOR DEFAULT

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

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

- E.4.1.2** Make progress as to endanger performance of the Contract; or
- E.4.1.3** Perform any of the other material provisions of the Contract.
- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Director/ACCO after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier, and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- 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

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE NO.
F.1	PERIOD OF PERFORMANCE/TERM OF REQUEST FOR PROPOSALS	25
F.2	OPTION TO EXTEND THE TERM OF THE REQUEST FOR PROPOSALS	25
F.3	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	25

SECTION F DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF REQUEST FOR PROPOSALS

The Period of Performance (POP) for the Contract resulting from this Request for Proposals shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this Contract, including the exercise of any options under this clause, shall Not Exceed Five (5) years.

F.2 OPTION TO EXTEND THE TERM OF THE REQUEST FOR PROPOSALS

F.2.1 The District may extend the term of this Contract for a Period of Four (4) One-Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The Exercise of an Option Period is at the sole and absolute discretion of DBH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Contract. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Contract.

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

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

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed Five (5) Years.

F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.3.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director/ACCO 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 DBH.

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

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
G.1	INVOICE PAYMENT	27
G.2	SUBMISSION OF INVOICE	27-28
G.3	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	28
G.4	ASSIGNMENT OF CONTRACT PAYMENTS	28
G.5	QUICK PAYMENT CLAUSE	29-30
G.6	DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (ACCO)	30
G.7	AUTHORIZED CHANGES BY THE DIRECTOR, CONTRACTS AND PROCUREMENT/ACCO	30-31
G.8	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	31-32
G.9	TYPE OF CONTRACT	32
G.10	RESPONSIBILITY FOR AGENCY PROPERTY	32-33
G.11	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	33

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 (3) 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 Item Number (CLIN) of the Purchase Order as written Up to but Not Exceeding the Maximum of each CLIN. 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, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Director/ACCO;

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

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

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

G.2.2.8 Authorized signature.

G.2.3 CERTIFICATION OF INVOICE

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

NOT APPLICABLE

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 SUBCONTRACTOR REQUIREMENTS

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 the DBH only by the DBH Director, Contracts and Procurement/Agency Chief Contracting Officer. The contact information for the Director/ACCO is as follows:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency 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 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (ACCO)

G.7.1 The Director/ACCO 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 Director/ACCO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have

been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

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

The Director/ACCO shall designate a Contracting Officer's Technical Representative (COTR).

G.8.1 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 Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO 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 Director/ACCO 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:

David Shapiro, LICSW
Training Institute Manager
Department of Behavioral Health
64 New York Avenue, N.E., Room 2nd Floor
Washington, D.C. 20002
Telephone: (202) 673-7757
E-Mail: David.Shapiro@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 Director/ACCO shall make contractual agreements, commitments or modifications;
- 2) Grant deviations from or waive any of the terms and conditions of the Contract;
- 3) Increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract;
- 4) Authorize the expenditure of funds by the Contractor;

- 5) Change the Period of Performance; or
- 6) Authorize the use of District property, except as specified under the Contract.

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

G.9 TYPE OF CONTRACT

G.9.1 This is a Firm Fixed Price Contract for the Training Initiative Support for Individuals with Both Intellectual/Development Disabilities and Mental Illness. The Contractor shall be remunerated according to Section B.5 - Price Schedule. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed.

Pursuant to the Terms and Conditions of this Contract, individuals working under this Contract for Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

G.9.2 This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/Agency Chief Contracting Officer, or the duly authorized representative as the COTR as is necessary to ensure accomplishment of the Contract objectives.

G.9.3 By accepting this order or Contract the Contractor agrees that the District, at its discretion, after completion of order or contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.10 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 Director/ACCO 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.11 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 Director/ACCO 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

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE
H.1	LIQUIDATED DAMAGES	35
H.2	HIRING OF DC RESIDENTS AS APPRENTICE AND TRAINEES	35
H.3	DEPARTMENT OF LABOR WAGE DETERMINATIONS	36
H.4	PUBLICITY	36
H.5	FREEDOM OF INFORMATION ACT	36
H.6	51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	36
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	36
H.8	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	37
H.9	WAY TO WORK AMENDMENT ACT OF 2006	37-38
H.10	COST OF OPERATION	38
H.11	CONTRACTOR LICENSE/CLEARANCES	39
H.12	SUBCONTRACTING REQUIREMENTS	39
H.13	PRIVACY AND CONFIDENTIALITY COMPLIANCE	39

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 shall be in an amount of Four Hundred Dollars and Zero Cents (**\$400.00**) per day against the Contractor until such time that the Contractor 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.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 For all new employment resulting from this Contract or subcontract 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.2.2 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.2.3 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 Contractors shall be bound by the Wage Determination No. 2005-2103, Revision 13, dated 06/19/2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Attachment J.2. The Contractors shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the Director, Contracts and Procurement/ACCO 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 Director/ACCO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

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

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

NOT APPLICABLE

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 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.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 shall 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 (Attachment J.4) to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice (Attachment J.4) 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 eminent threat to public health or safety declared by the Mayor;
- 5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- 6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- 7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- 8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- 10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.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 COST OF OPERATION

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

H.11 CONTRACTOR LICENSE/CLEARANCES

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

H.12 MANDATORY SUBCONTRACTING REQUIREMENTS

Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of \$250,000 is available at DBH link:

<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-%20Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.pdf>.

The Contractor shall be held responsible in complying with the Mandatory Subcontracting Requirements during the duration of the Contract.

H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE

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

<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/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.

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

SECTION I
CONTRACT CLAUSES
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	41
I.2	CONTRACTS THAT CROSS FISCAL YEARS	41
I.3	CONFIDENTIALITY OF INFORMATION	41
I.4	TIME	41
I.5	EQUAL EMPLOYMENT OPPORTUNITY	41
I.6	OTHER CONTRACTORS	41
I.7	SUBCONTRACTORS	41
I.8	INSURANCE	42-43
I.9	GOVERNING LAW	43
I.10	STOP WORK ORDER	44
1.11	ANTI-KICKBACK PROCEDURES	44-46
1.12	RIGHTS IN DATA	46-49
I.13	SUSPENSION OF WORK	49
I.14	ORDER OF PRECEDENCE	49-50

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

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 CO 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 CO.
- 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
Director, Contracts and Procurement
Agency 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** The Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) may, at anytime, 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 Director/ACCO 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 Director/ACCO 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 Director/ACCO decides the facts justify the action, the Director/ACCO 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 Director/ACCO 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 Director/ACCO 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/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 Director/ACCO 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 Director/ACCO 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, not withstanding 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 Director/ACCO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in 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/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 Director/ACCO 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 Director/ACCO in the administration of this Contract, or by the Director/ACCO's failure 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 Director/ACCO 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** Dixon Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., CA 74-285 (TFH) (Attachment J.3)
- I.14.2** Wage Determination No. 2005-2103, Rev. 13, dated June 19, 2013. (Attachment J.2)
- I.14.3** 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 J of this Contract No. RM-14-RFP-236-BY4-TYM, Signed Amendments by Contractor
- I.14.5** Best and Final Offer: Pending
- I.14.6** Request for Proposal Submission dated July 7, 2014
- I.14.7** Request for Proposal Solicitation dated June 18, 2014, as amended
- I.14.8** DBH Policies and Rules (Attachment J.5)

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 Contract.

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

**SECTION J
 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Attachment Number	Document
J.1	GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLIES AND SERVICES CONTRACTS DATED MARCH 2007: http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
J.2	U.S. DEPARTMENT OF LABOR WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT – WD2005-2103 REVISION NO. 13 DATED JUNE 19, 2013: http://www.wdol.gov/sca.aspx
J.3	DIXON SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011: http://dmh1.dc.gov/page/dixon-settlement-agreement
J.4	LIVING WAGE NOTICE AND LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006): http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/2014-LIVING-WAGE-NOTICE.pdf and http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/2014-Living-Wage-Act-Fact-Sheet.pdf
J.5	DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES (New): http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp
J.6	PROCUREMENT PRACTICES REFORM ACT (PPRA): http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/PPRA.pdf
Forms identified below are to be submitted with Vendor’s Bid/Proposal	
J.7	EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85: http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.8	FIRST SOURCE EMPLOYMENT AGREEMENT: http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf
J.9	TAX CERTIFICATION AFFIDAVIT: http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf
J.10	COST/PRICE DISCLOSURE CERTIFICATION: http://ocp.dc.gov/publication/cost-price-disclosure-certification-form

*** END OF SECTION J ***

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
K.1	AUTHORIZED NEGOTIATORS	53
K.2	TYPE OF BUSINESS ORGANIZATION	53
K.3	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS	53-54
K.4	BUY AMERICAN CERTIFICATION	54
K.5	DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION	54
K.6	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	54-55
K.7	TAX CERTIFICATION	55

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Request for Proposals (RFP). (List names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Contractor, by checking the applicable box, represents that 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 Contractor is a foreign entity, it operates as:

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this RFP and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider 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 Request for Proposals (RFP).

Contractor _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Contractor shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1.) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any
- 2.) consultation, communication, or agreement with any Contractor or competitor relating to:
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 3.) The Prices in this Contract have not been and shall not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor

or competitor before Contract opening unless otherwise required by law;
and

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

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

- 5.) Is the person in the Contractor's organization responsible for determining the prices being offered in this Request for Proposals (RFP), and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

If the Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

K.7.1 Each Contractor must submit with its offer, a sworn Tax Certification Affidavit; EEO, Contractor's Affidavit of Responsibility and First Source Agreement as stated in Section J herein.

These forms are also available at www.ocp.dc.gov click on "Solicitation Attachments"

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
L.1	CONTRACT AWARD	58
L.2	PROPOSAL FORM ORGANIZATION AND CONTENT	58
L.3	OPTIONAL PRE-PROPOSAL CONFERENCE	58-59
L.4	PROPOSAL SUBMISSION DATE AND TIME LATE SUBMISSIONS, WITHDRAWAL OR MODIFICATION OR PROPOSALS AND LATE PROPOSALS	59-60
L.5	EXPLANATION TO PROSPECTIVE OFFERORS	60
L.6	FAILURE TO SUBMIT OFFERS	60
L.7	RESTRICTION ON DISCLOSURE AND USE OF DATA	61
L.8	PROPOSALS WITH OPTION YEARS	61
L.9	PROPOSALS PROTESTS	61
L.10	SIGNING OF OFFERS	61-62
L.11	UNNECESSARILY ELABORATE PROPOSALS	62
L.12	RETENTION OF PROPOSALS	62
L.13	PROPOSAL COSTS	62
L.14	ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS	62
L.15	CERTIFICATES OF INSURANCE	62

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS, CONTINUED

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
L.16	ACKNOWLEDGEMENT OF AMENDMENTS	63
L.17	BEST AND FINAL OFFERS	63
L.18	LEGAL STATUS OF OFFEROR	63
L.19	FAMILIARIATION WITH CONDITIONS	63-64
L.20	GENERAL STANDARDS OF RESPONSIBILITY	64
L.21	KEY PERSONNEL	64

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to Award One Contract resulting from this Solicitation to the Responsive and Responsible Offeror whose offer conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and Five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal" with each placed in a separate envelope. Proposals shall be typewritten with New Roman Font and 12 point font size on 8.5" by 11" bond paper, each page numbered and technical proposal **shall not to exceed 25 pages**, additional pages only for cost proposal and supporting documentation. Telephonic and facsimile proposals shall not be accepted.

The Sealed Technical Proposal Envelope and the Sealed Price Proposal Envelope shall be placed into a Larger Envelope conspicuously marked "Proposal in Response to Solicitation No. **RM-14-RFP-236-BY4-TYM (insert solicitation number, title and name of Offeror)**".

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

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal Conference shall be held at Department of Behavioral Health, 64 New York Avenue, N.E., Washington, D.C. 20002, Suite 200 Conference Room 218 on June 24, 2014 @ 2:00 PM EST. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal Conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Pre-Proposal conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the solicitation.

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

L.4.1 Proposal shall be submitted No Later Than 2:00 P.M. local time on Monday, July 7, 2014 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-14-RFP-235-BY4-TYM.

**Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 200
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer**

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

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

L.4.2 Withdrawal or Modification of Proposals

L.4.2.1 An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4.3 Postmarks

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

L.4.4 Late Modifications

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

L.4.5 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation. **The District shall not consider any questions received less than 5 Calendar Days before the date set for Submission of Proposal.** The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Behavioral Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002 Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director/ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 1800 F Street NW, Washington, D.C. 20405. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.10 SIGNING OF OFFERS

The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.15 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, N.E., Suite 200
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

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

L.17 BEST AND FINAL OFFERS

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

L.18 LEGAL STATUS OF OFFEROR

L.18.1 Each proposal shall provide the following information:

Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

L.18.2 A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.18.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating

the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.20 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.20.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.20.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.8** If the prospective Contractor fails to supply the information requested, the DIRECTOR/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.21 KEY PERSONNEL

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

SECTION M

EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
M.1	EVALUATION FOR AWARD	66
M.2	TECHNICAL RATING	66-67
M.3	EVALUATION CRITERIA	67
M.4	TECHNICAL CRITERIA	67-68
M.5	PRICE CRITERION	68
M.6	EVALUATION OF OPTION YEARS	68
M.7	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	68-69
M.8	APPLICATION OF PREFERENCES	69-70
M.9	VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE	70
M.10	EVALUATION OF PROMPT PAYMENT DISCOUNT	70

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the Responsive and Responsible Offeror whose submission is the Most Advantageous and the Best Value to DBH, based upon the Evaluation Criteria specified below. Thus, while the points in the Technical 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 and the submission that is Most Advantageous to DBH and the Best Value.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s total technical score shall be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good”, then the score for that evaluation factor is 4/5 of 20 or 16.

If sub-factors are applied, the Offeror’s total technical score shall be determined by adding the Offeror’s score for each sub-factor. For example, if an evaluation factor has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the 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 10 or 8

for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.4 TECHNICAL CRITERIA (90 Points Maximum)

1. Proposed Implementation of Selected Approach: 25

- a) The Offeror demonstrates an understanding of the comprehensive needs and deliverables identified in the RFP;
- b) The Offeror provides a clear and realistic plan for accomplishing deliverables.

2. Clinical/Professional Expertise: 20

- a) The Offeror demonstrates subject matter expertise as indicated by substantial clinical experience working with individuals with co-occurring intellectual and developmental disabilities and mental illness as well as the development of Behavior Support Plans;
- b) The Offeror has worked or is familiar with the services of the District of Columbia Department of Behavioral Health and Department of Disability Services or similarly-sized Public Mental Health and/or Disability Systems.

3. Training/Instructional Design Expertise: 20

- a) The Offeror demonstrates the experience and ability to engage and train Clinically Licensed Social Workers and Counselors;
- b) The Offeror has demonstrated knowledge and experience in instructional design concepts and adult learning theories and has identified how the proposed training initiative shall be shaped by this.

4. Evaluation Experience 10

- a) The Offeror shall submit an Evaluation Plan that contains clear information regarding development and implementation of pre/post testing to measure learning and a plan for performance evaluation and reporting at intervals of up to twelve (12) months after training delivery.

5. Past Performance 15

- a) The Offeror shall list at least three (3) Clients where similar scopes

of work and services were provided. Each shall be accompanied with verifiable references that include:

- i) Name of Agency/Organization
- ii) Service location
- iii) Name, Title and phone number of Contact person
- iv) Brief description of the work performed by the Offeror

6. Supporting Documentation

The Offeror shall submit the following Supporting Documentation:

- a) Resume/CV and biographical narrative that demonstrates the stated skill and experience of both Subject Matter Expert and Trainer/Instructional Designer. This may be the same individual.
- b) Excerpt of curriculum sample and lesson plan.

M.5 PRICE CRITERION (10 Points Maximum)

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

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

Price of proposal being evaluated

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

TOTAL POINTS (112 Points Maximum)

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

M.6 EVALUATION OF OPTION YEARS

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

M.7 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.8 APPLICATION OF PREFERENCES

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

M.8.1 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.8.2 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.8.3 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.8.4 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.8.5 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.8.6 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.8.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.8.8 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.8.9 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitle under the Act is the equivalent to twelve (12) points on a 100-point scale for proposals submitted in

response to this RFP. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.8.10 Preferences for Certified Joint Ventures

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

M.9 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.9.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Director/ACCO 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.9.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.9.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.10 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.10.1 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.10.2 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 *****