

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Mental Health
Contracts and Procurement Services

Invitation for Bid
Generator Services
RM-13-IFB-142-BY4-CPS

The District of Columbia Department of Mental Health (DMH) is seeking Bids from qualified bidders.

Opening Date: July 26, 2013

Closing Date: August 28, 2013

Closing Time: 12:00 PM EST

Pre-Bid Conference: August 8, 2013 at Noon

To obtain a copy of the Invitation for Bid please contact Denise Wells, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Administration
64 New York Avenue NE – 2nd Floor Washington DC 20002
Tel: 202.671-3174 | Fax: 202.671-3395
denise.wells@dc.gov

All responses to this request are due by August 28, 2013 12:00PM EST, mailed or hand delivered in sealed envelope, marked with Solicitation Number and Name of Vendor submitting bid.

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 New York Avenue NE, 2nd FLOOR (West Side) WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 74
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-IFB-142-BY4-CPS
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: July 26, 2013/August 28, 2013 12:00 PM EST

7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY 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 Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (Contractor acknowledge receipt of amendments to the SOLICITATION for Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF 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 DMH)

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, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF CONTRACT

B.1.1 The Government of the District of Columbia, Department of Mental Health (DMH) is issuing this Invitation for Bid (IFB) to provide for labor, materials, supplies and equipment for Generator Services at various locations at the Department of Mental Health in accordance with the requirement as stated in Section C of this solicitation.

B.2 CONTRACT TYPE

B.2.1 This is a Time and Material Contract as outlined in the Pricing Schedule in Section B of this contract.

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

B.5 PRICING SCHEDULE

B.5.1 BASE YEAR The Contractor shall bid on Contract Line Items 0001 through 0004 Minimum or none of the following Contract Line Items for Base Year.

Continuation Sheet	SOLICITATION/CONTRACT # RM-13-IFB-142-BY4-CPS	Page 3 of 74
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NAME OF CONTRACTOR-

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hourly Labor Rate)	Quantity	Total Price
0001	Non- Emergency Licensed High Voltage Electrician		Not To Exceed 300 Hours	
0002	Non-Emergency Electrician Helper		Not To Exceed 100 Hours	
0003	Emergency Licensed High Voltage Electrician		Not To Exceed 150 Hours	
0004	Emergency Electrician Helper		Not To Exceed 100 Hours	
0005	Parts	Each		
Total				

BASE YEAR

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

B.5.2 OPTION YEAR ONE The Contractor shall bid on Contract Line Items 0001 through 0004 or none of the following Contract Line Items for Option Year One.

Continuation Sheet		SOLICITATION/CONTRACT # RM-13-IFB-0142-BY4-CPS		Page 4 of 74	
<i>NAME OF CONTRACTOR-</i>					
Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hourly Labor Rate)	Quantity Minimum	Total Price	
0001	Non- Emergency Licensed High Voltage Electrician		Not To Exceed 300 Hours		
0002	Non-Emergency Electrician Helper		Not To Exceed 100 Hours		
0003	Emergency Licensed High Voltage Electrician		Not To Exceed 150 Hours		
0004	Emergency Electrician Helper		Not To Exceed 100 Hours		
0005	Parts	Each			
Total					

OPTION YEAR ONE

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

B.5.3 OPTION YEAR TWO The Contractor shall bid on Contract Line Items 0001 through 0004 or none of the following Contract Line Items for Option Year Two.

Continuation Sheet		SOLICITATION/CONTRACT # RM-13-IFB-142-BY4-CPS		Page 5 of 74	
<i>NAME OF CONTRACTOR-</i>					
Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hourly Labor Rate)	Quantity Minimum	Total Price	
0001	Non- Emergency Licensed High Voltage Electrician		Not To Exceed 300 Hours		
0002	Non-Emergency Electrician Helper		Not To Exceed 100 Hours		
0003	Emergency Licensed High Voltage Electrician		Not To Exceed 150 Hours		
0004	Emergency Electrician Helper		Not To Exceed 100 Hours		
0005	Parts	Each			
Total					

OPTION YEAR TWO

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

B.5.4 OPTION YEAR THREE The Contractor shall bid on Contract Line Items 0001 through 0004 or none of the following Contract Line Items for Option Year Three.

Continuation Sheet		SOLICITATION/CONTRACT # RM-13-IFB-142-BY4-CPS		Page 6 of 74
<i>NAME OF CONTRACTOR-</i>				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hourly Labor Rate)	Quantity Minimum	Total Price
0001	Non- Emergency Licensed High Voltage Electrician		Not To Exceed 300 Hours	
0002	Non-Emergency Electrician Helper		Not To Exceed 100 Hours	
0003	Emergency Licensed High Voltage Electrician		Not To Exceed 150 Hours	
0004	Emergency Electrician Helper		Not To Exceed 100 Hours	
0005	Parts	Each		
Total				

OPTION YEAR THREE

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

B.5.5 OPTION YEAR FOUR The Contractor shall bid on Contract Line Items 0001 through 0004 or none of the following Contract Line Items for Option Year Four.

Continuation Sheet		SOLICITATION/CONTRACT # RM-13-IFB-142-BY4-CPS		Page 7 of 74
<i>NAME OF CONTRACTOR-</i>				
Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hourly Labor Rate)	Quantity	Total Price
0001	Non- Emergency Licensed High Voltage Electrician		Not To Exceed 300 Hours	
0002	Non-Emergency Electrician Helper		Not To Exceed 100 Hours	
0003	Emergency Licensed High Voltage Electrician		Not To Exceed 150 Hours	
0004	Emergency Electrician Helper		Not To Exceed 100 Hours	
0005	Parts	Each		
Total				

OPTION YEAR FOUR

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

B.5.6 GRAND TOTAL

**B.5.6.1 The Contractor shall bid on Contract Line Items 0001 through 0004
Minimum or none of the following Contract Line Items in Section B.5.1
through B.5.5 and provide the Grand Total of all CLINS below.**

Section	Extended Total
B.5.1 THROUGH B.5.5	\$ _____
Grand Total	\$ _____
(LSDBE) Total	\$ _____

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

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

PART I - THE SCHEDULE

SECTION C

BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS

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SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

C.1.1 The Department of Mental Health provides Comprehensive Mental Health Services to Adults, Children, Youths and their families. Inpatient services are provided at Saint Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was established in 1855 and serves as the District of Columbia's government-run Psychiatric Hospital.

C.2 SCOPE OF SERVICES

C.2.1 The Department of Mental Health (DMH) is seeking a Contractor to provide all labor, material, supplies and equipment for Generator Services at various locations at the Department of Mental Health (DMH) as required by law, industry standards, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Requirements, National Fire Protection Association (NFPA) Codes and Title V Permitting.

The purpose of this Contract is to provide for Non-Emergency and Emergency On-Call Services to various locations at the Department of Mental Health, to include, but not limited, to Repairs, Replacements, Routine and Preventive Maintenance of Generator Systems, Diesel Engine and Components, Electrical Generator, Fuel Tanks and Lines, Fuel Connecting Pipes/Holes, Block Heater, Transfer Switches, Electronic Controls, Fuel Oil Containment System, Doors and Hinges. The Contractor shall provide all labor, materials, supervision, personal protection equipment, safety equipment, dust/debris control, clean up and disposal, away from work sites, of all supplies and material used under this Contract. Locations where work is being performed shall be maintained in an orderly and clean way. Any parts, covers, fasteners or components that are temporarily removed will be stored and secured so as to prevent loss or damage. Requirements under this Contract shall be performed Monday through Friday, 7:00 AM through 4:00 PM, except for Emergencies.

C.3 REQUIREMENTS

C.3.1 The Contractor shall provide Services to the following D.C. Department of Mental Health Locations:

Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032

Mental Health Authority
64 New York Avenue, NE

Washington, DC 20002

Comprehensive Psychiatric Emergency Program
D.C. General Hospital
1905 E Street, SE
Washington, DC

Mental Health Services Division
35 K Street, NE
Washington, DC 20002

Mental Health Services Division
821 Howard Road, SE
Washington, DC 20020

C.3.2 The Contractor shall provide services, repairs and/or replacement, new or temporary Generators and/or Emergency Generators including all components at locations in listed in C.3.1 to include but not limited to:

C.3.2.1 Cummings – Model: GGLA-5743536-Serial; Cummings Power, MDL DFAC-5588720, S/N: A030459169. 250 KW. 277/480V

C.3.2.2 2932 HP Mitubishi Diesel Emergency Generators;

C.3.2.3 Electrical Generators;

C.3.2.4 Fuel Tanks and Lines;

C.3.2.5 Fuel Connecting Pipes/Hoses;

C.3.2.6 Fuel Containment Systems;

C.3.2.7 Electrical Lines;

C.3.2.8 Transfer Switches;

C.3.2.9 Electronic Controls;

C. 3.2.10 Doors and Hinges;

C.3.2.11 Generator Electronic Controls;

C.3.2.12 Power System with Automatic Transfer Switches Electronic Control

C.3.2.13 Battery to Jump Start

C.3.2.14 Distribution Panel

C.3.2.15 Block Heaters

C.3.3 The Contractor shall install, maintain, monitor, troubleshoot and repair generator systems.

C.3.4 The Contractor shall inspect existing generators and components to identify hazards, defects, adjustments and/or repairs.

C.3.5 The Contractor shall ensure all electrical operations are in compliance with all regulatory requirements and codes.

C.3.6 The Contractor shall provide quarterly preventive maintenance, to include but not limited to the items below as appropriate for Generator System:

C.3.6.1 Checking for proper operation of all systems, including but not limited to, exhaust and fuel system, lubricating system, cooling system, electrical system, battery system, engine components;

C.3.6.2 Lubrication in accordance with the generator technical manual;

C.3.6.3 Replacements of belts, hoses, filters and lubricating oil;

C.3.6.4 Exercising Transfer Switches;

C.3.6.5 Replacing Defective Parts;

C.3.6.6 Adjusting for proper amperage, voltage and frequency;

C.3.6.7 Adjusting and Calibrating to reduce emissions;

C.3.6.8 Checking batteries for proper charge and fluid levels;

C.3.6.9 Generator shall be tested during each PM visit by running the generator for a minimum of thirty minutes under a full load;

C.3.6.10 Check block heater;

C.3.6.11 Clean and adjust exhaust cap check oil & filter, adjust all connections;

C.3.6.12 Check batteries, tighten electrical receptacle;

C.3.6.13 Broom clean trash under Generator;

C.3.6.14 Steam Clean Unit.

- C.3.7 The Contractor shall replace the engine lubricating oil in accordance with the manufacturers specifications. The Contractor shall, at his discretion, conduct an analysis of the engine lubricating oil and should the oil meet specification, increase the change interval.
- C.3.8 The Contractor shall keep a precise record of and shall annotate the maintenance records, to record the start time and the stop time of all tests conducted.
- C.3.9 The Contractor shall conduct one visible Emissions Test of each Generator annually. The Test shall consist of a minimum of 30 minutes of capacity observations of each generator and shall be performed by a person certified in accordance with EPA reference Method 9 (40 CFR 60, Appendix A) [20 DCMR 502.1].
- C.3.10 The Contractor shall respond to all Emergency Calls within one (1) hour from the placing of the call by an authorized Point of Contact listed in Section G.5.
- C.3.11 The Contractor shall provide an Emergency Call Telephone Number that shall be answered Twenty-Four Hours (24), Seven (7) Days a week, including weekend and holidays.
- C.3.12 Emergency Repairs shall be executed upon verbal approval and authorization from Designated Point of Contact. Contractor shall begin work after being Officially Awarded Contract with Associated Purchase Order upon verbal authorization and document that authorization was verbal, indicating date, time and Point of Contact verbal authorization was received by.
- C.3.13 The Contractor shall troubleshoot emergency and provide verbal report to Point of Contact within Four (4) Hours from time the verbal authorization received.
- C.3.14 The Contractor shall forward information received in Section C.3.10, along with Cost Estimate of Emergency Repairs to Contracts and Procurement Services No Later Than the Next Business Day.
- C.3.15 The Contractor shall provide a Routine/Preventive Maintenance Schedule for all Generators provided within five (5) days of execution of Contract. Contractor shall update schedule, if needed, due to replacement or new Generator Systems.
- C.3.16 The Contractor shall provide detailed price breakout for Labor Hours and Parts for each Order, to include but be limited to, the deficiency, the effect on generator(s), the length of time needed for repairs or replacement, for all repairs and/or replacements beyond Normal Routine and Preventive Maintenance Schedule.
- C.3.17 The Contractor shall not proceed to perform services beyond Routine/Preventive Maintenance Schedule without written authorization for authorized Point of

Contact. SEH/DMH reserves the rights to procure such repairs through another Contractor or SEH/DMH Staff.

C.3.18 The Contractor shall provide Routine/Preventive Maintenance Reports within five (5) business days after services were rendered.

GENERAL

C.3.19 The Contractor shall provide a detail Price Break Out that reflects the extended total amount provided on the Schedule B Pricing Sheet.

C.3.20 The Contractor shall give at least a Seventy-Two (72) Hour notice to the Project Manager if a utility shutdown is required in order to perform work. Prior to any work commencing, authorization must be given by the Contracting Office Technical Representative (COTR) and Project Manager.

C.3.21 The Contractor shall work in accordance with all applicable building codes and when performing services.

C.3.22 The Contractor shall, as needed, deliver all materials in good condition to the job site in the manufacturer's original unopened containers that bear the name and brand of the manufacturer.

C.3.23 The Contractor shall inspect all areas prior to installation of any new materials to determine any defects that may prevent proper installation of new material.

C.3.24 The Contractor shall report conditions contrary to Contract requirements that would prevent proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected completely.

C.3.25 The Contractor shall install materials in strict accordance with the manufacturer's recommendations.

C.3.26 The Contractor shall protect all surfaces and work areas.

C.3.27 The Contractor shall complete a final walk-through with COTR within two (2) Days after the completion of all services.

C.3.28 The Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by the District's applicable codes.

C.3.29 The Contractor is to coordinate all work with the COTR and the Project Manager.

C.3.30 The Contractor shall submit a list of technicians, employees and subcontractors working on site under this Contract.

C.3.31 The Contractor shall submit a schedule and/or work plan prior to start of work.

C.3.32 The Contractor shall provide DMH with a copy of all drivers' identification along with the license plate number of vehicle.

CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES

C.3.33 The Contractor shall exercise extreme caution and care to avoid, along with prevent any damages to adjacent equipment, surfaces and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, equipment and existing structures shall be fully restored or replaced by the contractor at no cost to the District.

CLEANING OF SITE

C.3.34 Upon completion of the work and on a daily basis, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay out of Saint Elizabeths Hospital Campus prior to final acceptance of the work. All construction debris and waste shall be disposed of properly by the Contractor. The Contractor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment generated from the performance of the contract.

WARRANTY

C.3.35 All work shall be guaranteed for One (1) Full Year from the Date of Acceptance of the work. Warranties must be submitted to the COTR within Ten (10) Working Days after completion of work. Three copies of all warranties shall be provided to DMH.

C.3.36 The Contractor shall provide DMH with all Manufactures' Warranties for all supplies and materials used in preparation and installation.

C.37 CONTRACTOR'S REQUIREMENTS

C.37.1 The Contractor shall meet the following minimum requirements:

C.37.2 The Contractor shall be a Certified Licensed Contractor with the Government of the District of Columbia.

C.37.3 The Contractor shall provide appropriate Certifications and Licensure for all work being conducted under this Contract.

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

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PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions- Consignment/Page 1.

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)

(To open, “right click on mouse,” select “open hyperlink and select “OK.”)

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

PART I: THE SCHEDULE

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PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/

Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (To open, “right click on mouse,” select “open hyperlink select “OK”)

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

E.2.1 The Contractor shall be held to the full performance of the Contract. The DMH 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 DMH 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, DMH 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 DMH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DMH.

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

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

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 DMH.

E.3 TERMINATION FOR CONVENIENCE

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

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

E.3.2.1 Stop work as specified in the notice.

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

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

E.3.2.4 Assign to DMH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DMH 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 DMH 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 DMH 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 DMH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

E.4.3. If DMH 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 DMH 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, DMH may require the Contractor to transfer title and deliver to DMH 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 DMH has an interest.

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

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 DMH.

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

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

PERFORMANCE AND DELIVERABLES

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SECTION F: PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

F.1.1 The Period of Performance (POP) under this Contract shall be One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

F.2 OPTION PERIOD

F.2.1 The District shall extend the POP of this Contract by exercising up to Four (4) One (1) Year Option Periods or a fraction thereof based on a satisfactory annual performance evaluation.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this Contract for a period of Four (4), One (1) Year Option Periods, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to satisfactory performance by vendor or the Contractor and the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

F.3.2 The price for the Option Period shall be as specified in the Contract. If the District decides to renew the Contract under Section F.2.1, the option shall include the maximum number of hours as set forth in Section B.5, which the Contracting Officer may revise in accordance with the Changes clause of the Contract.

F.3.3 If the District exercises the option, the extended Contract shall be considered to include the option provision.

F.3.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 DELIVERABLES

The Contractor shall make records, reports and any other data and program information available to DMH via paper or electronically.

<u>Deliverable</u>	Method of Delivery	Due Date
	The Contractor shall provide Certification that all services have been completed.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.
C.3.10 & C.3.11	The Contractor shall provide an emergency call telephone number that shall be answered twenty-four hour, seven days a week, including weekend and holidays.	Upon Execution of Contract
C.3.13	The Contractor shall troubleshoot emergency and provide verbal report to Point of Contact within four (4) hours from time the verbal authorization received.	Within four (4) hours from time the verbal authorization received.
C.3.14	The Contractor shall forward information received in Section C.3.10 along with cost estimate of emergency repairs to the Contracts and Procurement Department no later than the next business day.	Next Business Day
C.3.15	The Contractor shall provide a Routine/Preventive Maintenance Schedule for all Generators provided within five (5) days of execution of Contract. Contractor shall update schedule, if needed, due to replacement or new Generator Systems.	Within five (5) days of execution of Contract.
C.3.16	The Contractor shall provide detailed price breakout for Labor Hours and Parts for each Order, to include but not limited to, the deficiency, the effect on generator(s), the length of time needed for repairs or replacement, for all repairs and/or replacements beyond Normal Routine and Preventive Maintenance Schedule.	Prior to Performing to Services.
C.3.17	The Contractor shall provide Routine/Preventive Maintenance Reports within five (5) business days after services were rendered.	Within five (5) business days after services were rendered.

C.3.36	The Contractor shall provide DMH with all manufacturers' warranties for all supplies and materials used in the preparation and installation of the equipment.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.
C.3.35	The Contractor shall provide a warranty for all services and workmanship rendered under this contract for a minimum of one (1) year.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

- G.2.1 This is an Fixed Price Contract with Hourly Labor Rate Prices. Contractor shall be remunerated at the labor rate indicated in Section B for service performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.
- G.2.2 This Solicitation shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or 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 Solicitation; (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, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

G.3.1 Any changes, additions or deletions to this Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

G.4.1 DMH's obligation for performance of this Solicitation beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Solicitation beyond September 30, 2014, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Solicitation, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Solicitation and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

Delilah M. Kelly shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

**Delilah Kelly, Facilities Planning Specialist
64 New York Avenue, NE 2nd Floor (West Side)
Washington, DC 20002
Office: 202-673-7772**

Points of Contacts:

Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Merrit Drucker – 202-299-5250

Mental Health Authority
64 New York Avenue, NE
Washington, DC 20002
Delilah Kelley – 202-673-7772

Comprehensive Psychiatric Emergency Program
D.C. General Hospital
1905 E Street, SE
Washington, DC
Cynthia Holloway – 202-673-9307

Mental Health Services Division
35 K Street, NE
Washington, DC 20002
Gillian Daniels – 202-442-4210

Mental Health Services Division
821 Howard Road, SE
Washington, DC 20020
Gillian Daniels – 202-442-4210

G.6 SUBMISSION OF INVOICE

The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. In addition, one copy of the invoice shall be sent to the Contracting Officer's Technical Representative (COTR) as listed above. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract Line Items Numbers (CLINs), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 CERTIFICATION OF INVOICE

G.7.1 Contracting Officer's Technical Representative shall perform certification of Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.8 PAYMENT

DMH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.3 of the contract in accordance with the Terms of the contract and upon presentation of a properly executed invoice and authorized by the COTR.

DMH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 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 to the Contractor.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 Contractor shall assume full responsibility for and shall indemnify the DMH 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 Solicitation, or while in Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or SubContractors. Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

G.10 COST OF OPERATION

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

G.11 ORDERING CLAUSE

G.11.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.11.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.11.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.12 THE QUICK PAYMENT CLAUSE

G.12.1 Interest Penalties to Contractors:

G.12.1.1 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.12.1.2 Any amount of an interest penalty which remains unpaid at the end of any Thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.12.2 Payments to Subcontractors:

G.12.2.1 The Contractor must take one of the following actions within Seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

G.12.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month.

No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.12.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any Thirty (30) day period shall be added to the principal amount of the debt to the subcontractor and Thereafter interest penalties shall accrue on the added amount.

G.12.2.4 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.13 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

For contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

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

PART I: THE SCHEDULE

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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**PART I: THE SCHEDULE
SECTION H**

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of Not To Exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$200.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. In addition, 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 DMH to the replacement Contractor.

H.2 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.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.

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

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.

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

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.3.4 Obligations of DMH

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

with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.3.5 Permissible Requests by DMH

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

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.3 by the Business Associate, DMH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
 - 1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
 - 2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that

return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

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

H.4 **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.5 **PROTECTION OF PROPERTY**

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

H.6 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, this 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. SECTION 12101 et seq.

H.7 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973,

as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 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.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (Create Website Link)

H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

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

H.9.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

- (a) Name;
- (b) Social security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.9.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.9.5 The submission of the Contractor's Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.9.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.9.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.9.6.

H.9.6 The Director/ACCO may waive the provisions of section H.9.4 if the Director/ACCO finds that:

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

H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Director/ACCO shall determine whether

the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

- H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the Director/ACCO pursuant to this section H.9.8.
- H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

- H.10.1 <http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010>

H.11 FREEDOM OF INFORMATION ACT

- H.11.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract 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 DMH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DMH 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 DMH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.12 PUBLICITY

H.12.1 The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.13.1 The purpose of the following information being provided is to help prospective Bidders/Offerors who have a need to fulfill a 35% CBE Utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select “doing Business in the District of Columbia. “Scroll down list, select “Request for CBE Firms Listing,” this shall take bidders/offerors to a form (see attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. <http://dslbd.dc.gov>

H.13.2 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.13.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.13.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.13.4 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.13.1 and H.13.2.

H.13.5 The purpose of following information being provided is to help prospective bidder/offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors.

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North

Washington DC 20001
Office (202) 727-3900 Fax (202) 724-3786
Email dslbd@dc.gov
Website <http://dslbd.dc.gov>

H.13.6 **SUBCONTRACTING PLAN**

- H.13.6.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.13.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:
- H.13.6.2 A description of the goods and services to be provided by SBEs or, if Insufficient qualified SBEs are available, by any certified business enterprises;
- H.13.6.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.13.6.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
- H.13.6.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.13.6.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.13.6.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.13.6.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.13.6.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and

H.13.6.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.13.7 Subcontracting plan Compliance Reporting

H.13.7.1 If the Contractor has an approved subcontracting plan required by law under This Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

H.13.7.2 The dollar amount of the Contact or procurement;

H.13.7.3 A brief description of the goods procured or the services contracted for;

H.13.7.4 The name of the business enterprise from which the goods were procured or services contracted;

H.13.7.5 Whether the subcontractors to the Contract are certified business enterprises;

H.13.7.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.13.7.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.13.7.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.13.8 Enforcement and Penalties for Breach of Subcontracting Plan

H.13.8.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.13.8.2 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.13.8.3 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.13.8.4 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

- I.1.1 This Contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

- I.2.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July 2010 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the “OCP Policies” link and then the link to “[Standard Contract Provisions-Supply and Services Contracts.](#)”

- I.3 This Section is **RESERVED** for Future Use.

I.4 TIME

- I.4.1 Time, if stated in a number of days, includes all calendar days unless otherwise stated. Business days shall mean all days excluding Saturdays, Sundays, Holidays and other days in which District government is closed.

I.5 SUSPENSION OF WORK

- I.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer'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.5.2 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.5.3 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, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.6 STOP WORK ORDER

I.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.

I.6.2 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, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I.6.3 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, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.

I.6.4 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, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

I.6.5 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, Contracts and

Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.6.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.7 This Section is **RESERVED** for Future Use

I.8 This Section is **RESERVED** for Future Use

I.9 ANTI-KICKBACK PROCEDURES

I.9.1 Definitions:

I.9.1.1 “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 Contract or in connection with a subContract relating to a prime Contract.

I.9.1.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.9.1.3 “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.9.1.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime Contract with the District.

I.9.1.5 “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

I.9.1.6 “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.9.1.7 “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.9.1.8 “SubContractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subContractor.
- I.9.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
 - I.9.2.1 Providing or attempting to provide or offering to provide any kickback;
 - I.9.2.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.9.2.3 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.9.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.9.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.9.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

I.10 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the

insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

I.11 CONFIDENTIALITY OF INFORMATION

- I.11.1 All information obtained by the Contractor relating to any employee 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.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 Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

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

I.12.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.12.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.12.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and 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.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.12.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.12.9 Whenever any data, including computer software, are to be obtained from a subContractor under this Contract, the Contractor shall use this clause, I.5, Rights in Data, in the subContract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.

I.12.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.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, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished

under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

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

I.13 OTHER CONTRACTORS

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

I.14 SUBCONTRACTS

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

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.4. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.16 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.17 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this Contract:

1. Consent Order dated December 12, 2003 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Consent Order) (if appropriate).
2. Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010
3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007.
4. Sections A through J of this Contract Number RM-13-IFB-142-BY4-CPS

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J.1 **STANDARD CONTRACT PROVISIONS (JULY 2012) (27 pages)**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
STANDARD CONTRACT PROVISIONS (July 2010) (38 pages) Online Solicitation and Purchase Order Only
- J.2 <http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
WAGE DETERMINATION (REVISION 13, JUNE 13, 2011)
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J.3 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) **(22 PAGES)**
[http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf](http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement%20Agreement.pdf)
- J.4 **EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
- J.5 **FIRST SOURCE EMPLOYMENT AGREEMENT**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
- J.6 **BUDGET PACKAGE**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
- J.7 **TAX CERTIFICATION AFFIDAVIT**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
- J.8 **LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006)**
<http://ocp.dc.gov/DC/OCP/> Then click on Solicitation Attachments
- J.9 **DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>
- J.10 Solicitation/Request for Proposal Number: RM-13-IFB-142-BY4-CPS.
- J.12 Proposal/Contractor Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated July 2010 and incorporated herein by reference.

***DOCUMENTS ATTACHED SEPARATELY**

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

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on “Solicitation Attachments”

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.2 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.3 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.4 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID FORM, ORGANIZATION AND CONTENT

L.4.1 All applicable documents are to be signed in blue ink. Each Bid if mailed or hand delivered (facsimiles shall NOT be accepted) shall be submitted in a sealed envelope conspicuously marked “Invitation for Bid No. RM-13-IFB-0142-BY4-CPS”, title and name of Vendor.

L.4.2 Descriptive Literature

Literature describing product should be limited to a one 8.5 x 11 page Fact Sheet and a photograph of the product.

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

L.5.1 BID SUBMISSION

Bids shall be submitted No Later than August 28, 2013 at 12:00 P.M. EST to the following address and clearly marked that it is a Bid with the Solicitation Number: RM-13-IFB-142-BY4-CPS

**Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002**

Bids, modifications to Bids, 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 Bid 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 Bid or modification was sent by mail and it is determined by the Agency Chief Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The Bid is the only Bid received.

L.5.2 Withdrawal or Modification of Bids

A Vendor shall modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

L.5.3 Postmarks

The only acceptable evidence to establish the date of a late Bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Bid, modification or 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 Bid shall be considered late unless the Provider can furnish evidence from the postal authorities of timely mailing.

L.5.4 Late Modifications

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

L.5.5 Late Bids

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

L.6 ERRORS IN BIDS

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

L.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question in writing to:

Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002
Denise.wells@dc.gov

The prospective bidder should submit questions no later than 10(ten) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than Ten (10) days before the date set for submission of bids. The District will furnish responses via an amendment to the solicitation. Amendment shall be issued if the Director/ACCO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.8 BID PROTESTS

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

L.9 ACKNOWLEDGMENT OF AMENDMENTS

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

receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.10 BIDS WITH OPTION YEARS

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

L.11 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.11.1 Name, address, telephone number and federal tax identification number of bidder;
- L.11.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.11.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.12 PRE –BID CONFERENCE AND BID OPENING

Pre-Bid Conference

**August 8, 2013 Noon
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002**

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

Bid Opening shall take place on August 28, 2013 at 12:30 PM EST

**Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002**

L.13 SIGNING OF OFFERS

L.13.1 The Contractor shall sign the offer and print or type its name on the IFB, Offer and Award form of this IFB, in blur ink. Erasures or other changes must 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.14 UNNECESSARILY ELABORATE BIDS

L.14.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this IFB are not desired and shall be construed as an indication of the Vendor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.15 RETENTION OF BIDS

L.15.1 All Bid documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Vendor.

L.16 BID COSTS

L.16.1 The District is not liable for any costs incurred by the Vendor in submitting a Bid in response to this IFB.

L.17 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.17.1 In addition to other bid submission requirements, the Vendor shall submit an electronic copy of its Bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.18 ACCEPTANCE PERIOD

L.18.1 The Vendor agrees that its offer remains valid for a period of 120 days from the IFB's closing date.

L.19 FAILURE TO SUBMIT OFFERS

L.19.1 Recipients of this IFB not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 2nd Floor, Washington, DC 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 Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a Bid in response to this IFB.. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement/ Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.20 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.20.1 Vendors who include in their Bid 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 Bid includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.20.2 If, however, a Contract is awarded to this Vendor 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 bid if it is obtained from another source. The data subject to the restriction are contained in sheets (**inset page numbers or other identification of sheets**”).

L.20.3 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 bid.”

L.21 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, NE 2nd Floor (West Side)
Washington, DC 20002
(202) 671-3188 – Office
E-Mail: samuel.feinberg@dc.gov

L.22 GENERAL STANDARDS OF RESPONSIBILITY

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

L.22.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.22.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M: EVALUATION FACTORS

M.1. 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 bids 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.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

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

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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