



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

REQUEST FOR QUOTATIONS

RM-14-RFQ-155-BY0-MTD For General Facilities Services for BHA and SEH

The District of Columbia Government, Department of Behavioral Health (DBH) is seeking a Contractor to provide General Facility Services for Behavioral Health Authority (BHA) and Saint Elizabeths Hospital (SEH).

The vendor will provide services as outlined in the attached Request for Quotation document.

Opening Date: January 7, 2014
Closing Date: January 13, 2014
Closing Time: 11:00AM Local Time

Please return completed quote to Ms Margaret Desper via hand delivery, U.S. Postal Service (Mail) to:
64 New York Avenue, NE, Second Floor
Washington, DC, 20002

or via e-mail Margaret.Desper@dc.gov

Any and all questions pertaining to this RFQ shall be submitted in writing no later than three (3) days prior to the closing of this solicitation to:

Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
Samuel.Feinberg@dc.gov

And

Margaret.Desper@DC/Gov

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: <p style="text-align: center;">1 OF 45</p> 3. CONTRACT NAME & NUMBER: <p style="text-align: center;">GENERAL FACILITY SERVICES</p> 4. SOLICITATION NUMBER: <p style="text-align: center;">RM-14-RFQ-155-BY0-MTD</p> 5. DATE ISSUED: <p style="text-align: center;">JANUARY 7, 2014</p> 6. OPENING/CLOSING TIME: <p style="text-align: center;">OPENING MONDAY, JANUARY 7, 2014 CLOSING MONDAY, JANUARY 13, 2014 11:00 AM</p>	
7. TYPE OF SOLICITATION: <p style="text-align: center;">REQUEST FOR QUOTATION (RFQ)</p>		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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

**PART 1 – THE SCHEDULE
SECTION B**

SUPPLIES OR SERVICES AND PRICE

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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**B.1 PURPOSE OF CONTRACT**

The District of Columbia, Department of Behavioral Health (DBH) Contracts and Procurement Services on behalf of Saint Elizabeths Hospital (SEH) and the Behavioral Health Authority (BHA) is seeking an experienced Contractor to provide General Facility Services to support Facility staff in maintaining DBH managed facilities which are utilized to treat, monitor, evaluate and provide recovery support for Behavioral Health Services.

B.2 CONTRACT TYPE

The District contemplates award of a Labor Hour Contract to provide the goods and services described in Section C, in accordance with 27 DCMR, Chapter 24 for a Period of Performance of One (1) Year from Date of Award.

B.3 ORDERING PROCEDURES

Response to this Request for Quotation Solicitation requires completion and signature of Section A (Page 1), Schedule B Price Sheets, Section J Required Compliance Documents. There shall be no other alterations to the Schedule B Price Sheets. Tax, EEO and First Source compliance documents included in this solicitation by reference or as an attachment which shall be included with the Bid. All must submitted as instructed in the Coversheet to the following DBH Contract Specialist:

Margaret T. Desper
Contract Specialist
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-4082
Fax (202) 671-3395 or (202) 671-3194 or via Email
Email: Margaret.Desper@dc.gov

B.4 SCHEDULE B – PRICING SHEET

The Period of Performance of this Contract is from Date of Award for One Year (365 Days). The Price sheet must be priced at unit level provided and must include cost per unit and extended cost. There shall be no alterations to the Schedule B price sheet.

B.4 SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

4.1 The Period of Performance (POP) under this Contract shall be One Year (365 Days) from Date of Award

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work for the Period of Performance.				
001	SIGNAGE REMOVAL/INSTALLATION FACILITY SERVICES - PROJECT: Saint Elizabeths Hospital Supervisory Technician On Site – Scheduled/On: Call Service: MONDAY - FRIDAY 8:00 AM to 4:00 PM	40	HOURS	\$ _____	\$ _____
002	SIGNAGE REMOVAL/INSTALLATION FACILITY SERVICES - PROJECT: Saint Elizabeths Hospital Technician On Site – Scheduled/On: Call Service: MONDAY - FRIDAY 8:00 AM to 4:00 PM	120	HOURS	\$ _____	\$ _____
003	SIGNAGE REMOVAL/INSTALLATION FACILITY SERVICES – Site: Saint Elizabeths Hospital Materials/Supplies: Not To Exceed (NTE) Ceiling Amount				\$ _____
004	GENERAL FACILITY SERVICES - Sites: Behavioral Health Authority / Comprehensive Psychiatric Emergency Program Technician On Site. Scheduled/On: Call Service: MONDAY - FRIDAY 8:00 AM to 4:00 PM	40	HOURS	\$ _____	\$ _____
005	GENERAL FACILITY SERVICES – Sites: Behavioral Health Authority (BHA) / Comprehensive Psychiatric Emergency Program (CPEP) Materials/Supplies: Materials/Supplies Not To Exceed (NTE) Ceiling Amount				\$ _____
	TOTAL VALUE OF THE ONE (1)YEAR CONTRACT:				\$ _____

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Date

Title

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

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PART I – THE SCHEDULE**SECTION C
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SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS**C.1 BACKGROUND**

C.1.1 The Department of Behavioral Health (DBH) provides Comprehensive Behavioral Health Services to Adults, Children, Youths and their families. Inpatient Mental Health Adult Services are provided at Saint Elizabeths Hospital(SEH). In addition, the Hospital provides training for various medical specialty disciplines and support various Behavioral Health provider networks by offering outpatient medical treatment services. SEH was established in 1855 and serves as the District of Columbia's government-run Psychiatric Hospital.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

C.2.1 DBH is seeking a Contractor to provide all labor, material, supplies, supervision and equipment for the installation of Interior Signage, facility wall fixtures/décor installation, workstation configuration, carpet removal/installation services and general facility interior office maintenance services. The services are required for Facility occupancy and/or treatment concerns for compliance with one or more of the following: American Disabilities Act (ADA), National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) requirements.

The Contractor shall provide Non-Emergency Scheduled or On-Call Facility General Maintenance Services as described in Section C to the following D.C. DBH Locations:

Mr. Merrit Drucker (COTR)
Saint Elizabeths Hospital (SEH)
1100 Alabama Avenue, SE
Washington, DC 20032

Ms. Delilah Kelly (COTR)
Behavioral Health Authority (BHA)
64 New York Avenue, NE
Washington, DC 20002

Ms. Delilah Kelly (COTR)
Comprehensive Psychiatric Emergency Program (CPEP)
1905 E St, SE
Washington, DC 20003

C.2.2 The Contractor shall meet with Contracting Officer's Technical Representative (COTR) prior to purchase and installation of any product to review final specifications. DBH must give final approval before purchase.

C.2.3 The Contractor shall submit list of employees, subcontractors, work scheduled and work plans prior to start of work. The Contractor shall receive authorization from COTR prior to commencement of services following approval of the work plan.

C.2.4 The Contractor shall provide detailed price breakout for Labor Hours and Parts for each Order

C.2.5 The Contractor shall work in accordance with all applicable Federal/District of Columbia building codes and industry standards when performing services.

C.3 **SCOPE OF WORK –SPECIFIC REQUIREMENTS**

C.3.1 The Contractor shall perform all work during the Hours of 8:00 A.M. through 4:00 P.M., Monday through Friday. Holidays and weekends are exempted for working on the Contract resulting from this Solicitation. Work on Holidays and Weekends must be requested by the Contractor forty-eight (48) hours in advance and approved by the Contracting Officers Technical Representative (COTR) and the Director of Contracts and Procurement/Agency Chief Contracting Officer, Mr. Samuel J. Feinberg.

C.3.2 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. Before any work can begin, authorization must be given by the COTR and Project Manager.

C.3.3 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.3.4 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.3.5 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.3.6 The Contractor shall install materials in strict accordance with the manufacturer's recommendations and guidelines for pre and post installation services.

C.3.7 The Contractor shall protect all surfaces and work areas and implement dust control measures to prevent the spread of dust within Facility Heating Ventilation and Air Conditioning (HVAC) system.

C.3.8 The Contractor shall complete a final walk-through with COTR within two days after completion of all services.

C.3.9 The Contractor must ensure all work vehicles are labeled with Company's name on the outside of the vehicle insured/registered with issuing State. Vehicles and Contractors staff are subject to security screenings at District r check points at DBH work sites.

C.3.10 Interior Facility Signage Removal/Installation Services – Saint Elizabeths Hospital

The project shall be coordinated with the Project Manager/COTR Merrit Drucker and conducted in such a way that there is minimum disruption to the Hospital operations. The COTR shall provide signage color/finish specifications and the finished project signage shall

be equal to or exceed the quality of the current sign installation and is identical in fit, form and finish to the existing

C.3.10.1 The Contractor shall be responsible for removing the existing damaged and undamaged signs, installing the new signs and sealing the edges around the signs with a sealant identical with the existing sealant. As needed, the adjacent wall surfaces shall be restored and painted to cover any markings or defects caused by the removal of the old signs. Sherwin Williams paint Specifications shall be provided to the Contractor by the COTR.

C.3.10.2 The signs shall be ¼ inch thick, Acrylic, ADA compliant, with Type II Braille (TOTAL 64 signs);

- a) 9" x 6" x ¼" Women's Restroom sign, 1 each
- b) 9 ½" x 11 ½" 115 Podiatry-Ophthalmology-Physical Therapy-ENT-Dental Operations, 1 each
- c) 9 ½" x 11 ½" 116 Infectious Bio Hazardous Waste, with logo, 1 each
- d) 9 ½" x 11 ½" 172.12, Group Room, 1 each
- e) 7" x 7" 115.03, Clinical Laboratory, 1 each
- f) 7" x 7" 117, Dental Clinic, 1 each
- g) 7" x 7" 118, Dental Storage, 1 each
- h) 7" x 7" 118.01, Dental Storage, 1 each
- i) 7" x 7" 247, Training Offices, 1 each
- j) 9 ½" x 11 ½", Room 247 Training Offices, 1 each
- k) 7" x 7" 257, General facility interior sign, 1 each
- l) 7" x 7" x ¼" Consumer bedroom signs, 47 each
- m) 7" x 7" x ¼" Multi-purpose room sign, 2 each
- n) 7" by 7" x ¼" Laundry room sign, 2 each
- o) 7" by 7" x ¼" Soiled Linen, 2 each

C.3.10.3 Smoke Free Campus -The Saint Elizabeths Hospital Facility and related structures are Smoke-Free buildings. It shall be the Contractor's responsibility to ensure that his/her Employees comply with the Hospital's smoke-free policy

C.3.11 Contractor shall provide Assembly and Installation services for workstation configuration; Office equipment and décor wall mounting at DBH sites.

C.3.12 Contractor shall provide Carpet removal/installation; floor tile removal/installation in an office space and clinical interview booth areas DBH CPEP site.

C.4 CONTRACTOR'S RESPONSIBILITIES

C.4.1 Care of Adjacent Surfaces and Exiting Structures - The Contractor shall exercise extreme caution and care to avoid and 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 within five (5) business days.

C.4.2 Cleaning of Site - 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 prior to final acceptance of the work. All project debris and waste shall be disposed of properly by the Contractor. The Contractor shall not utilize any dumpster on the grounds of DBH work sites for the disposal of any debris or discarded equipment generated from the performance of the contract.

- C.4.3** The Contractor is to coordinate all work with the COTR and the Project Manager.
- C.4.4** The Contractor shall work in accordance with all applicable building codes and standards to include but not limited to the Agency/Hospital policies and procedures when performing services.

C.5 CONTRACTOR'S MINIMUM QUALIFICATIONS

C.5.1 The Contractor shall meet the following minimum requirements:

C.5.1.1 The Contractor at the time of the response and during the period of performance of the Contract shall hold a License with the District of Columbia Department of Consumer and Regulatory Affairs.

C.5.1.2 Contractor shall have at the time of response to the Solicitation verifiable experience of a minimum of three (3) to five (5) years performing the task identified in this Solicitation or services of a similar nature for a Health Care organization or for an accredited outpatient medical or behavioral health treatment facility.

C.6 STANDARDS OF RESPONSIBILITY

C.6.1 The Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the Contractor shall submit the documentation listed below, within Five (5) days of the request by the District.

C.6.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract upon request by the Director of Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO).

C.6.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

C.6.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

C.6.5 Furnish evidence of compliance with the applicable District Licensing, Tax Laws and Regulations.

C.6.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

C.6.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

If the Contractor fails to supply the information requested to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO), the Director/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of

responsibility, the Director/ACCO shall determine the prospective Contractor to be Non-Responsible.

C.7 WARRANTY

C.7.1 The Contractor shall provide DBH with all Manufactures' Warranties for all supplies and materials used in preparation and installation. The minimum warranty shall be for six (6) months for parts and supplies or per manufacturers' warranty, whichever is greater. Defective parts shall be replaced within Forty Eight (48) hours of notification by the DBH. The effective date on all warranties shall be at the time of installation.

C.7.2 All workmanship and services shall be guaranteed for one (1) year from the date of acceptance of the work. Warranty replacement work shall be done at no additional charge to the SEH. Any subsequent repairs required within twelve (12) months for the same equipment shall be repaired without additional cost to SEH unless determined owner negligent. Warranty repair work shall be guaranteed for a minimum of twelve (12) months including labor.

C.7.3 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 DBH COTR.

C.8 SAFETY REQUIREMENTS

Equipment Operation and Accidents - The Contractor shall provide training to all Employees, at the Contractor's own expense, to ensure competency in performing tasks to prevent the endangerment of personnel or public.

C.8.1 All equipment operators shall be fully qualified and licensed in the operation of power equipment, trucks, etc. to be used in Contract performance. All accidents, which may occur during the performance and which result in injury, death and/or property damage, shall be re reported in writing to the Contracting Officer and COTR within \twenty four (24) hours after such occurrence. Such report shall give full details of the accident involved, including statements of all witnesses. If any claim is made against the Contractor by a third party as a result of any accident, which occurs in connection with the performance of this Contract, the Contractor shall promptly report the fact, in writing, to the Director Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) and the COTR.

C.8.2 Securing Equipment and Tools – DBH service locations provide mental and behavioral health administration and treatment services therefore responsible for the welfare and safety for its Staff and Consumers. The Contractor shall be responsible for ensuring that all equipment and tools are safely maintained and secured at all times. Prior to leaving the Facility, the Contractor and/or his workers shall ensure that all tools are accounted for. At no time shall any tools or equipment be left unattended.

C.8.3 Immediate notification to the COTR or designated Project Manager if tools/supplies are missing with and any related incident information and report is required.

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

PART I: THE SCHEDULE

**SECTION D
PACKAGING AND MARKING**

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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 (“Double click on link.”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE**SECTION E
INSPECTION AND ACCEPTANCE &
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SECTION E: INSPECTION AND ACCEPTANCE & CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**E.1 INSPECTION OF SUPPLIES AND SERVICES**

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.

[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)) (Copy and paste URL on your browser)

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

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

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

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

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

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

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

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

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

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

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

E.3 TERMINATION FOR CONVENIENCE

- E.3.1** The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.
- E.3.2** After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1** Stop work as specified in the notice
 - E.3.2.2** Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
 - E.3.2.3** Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - E.3.2.4** Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - E.3.2.5** With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
 - E.3.2.6** Transfer title, if not already transferred and , as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
 - E.3.2.7** Complete performance of the work not terminated
 - E.3.2.8** Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

- E.4.1** DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the Contract or any extension; or
 - E.4.1.2** Make progress as to endanger performance of the Contract; or
 - E.4.1.3** Perform any of the other material provisions of the Contract.
- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

- E.4.3.** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9** The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

PART I - THE SCHEDULE

SECTION F

**DELIVERY and PERFORMANCE
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SECTION F: DELIVERY AND PERFORMANCE

F.1 TERM OF CONTRACT

F.1.1 The District contemplates awarding a Labor Hour Contract.

F.2 PERIOD OF PERFORMANCE (POP)

F.2.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is from Date of Award for One Year (365 Days) as specified in Section B.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

[BLANK]

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

PART I: THE SCHEDULE**SECTION G - CONTRACT ADMINISTRATION
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SECTION G: CONTRACT ADMINISTRATION**G.1 CONTRACT ADMINISTRATION**

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

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

G.2 TYPE OF CONTRACT

This is a Labor Hour Contract for general facility services and signage installation at DBH locations. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

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

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

G.4 MODIFICATIONS

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

G.5 INVOICE PAYMENT

G.5.1 Shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules).

G.6 SUBMISSION OF INVOICE

G.6.1 The Contractor shall submit an original and three copies of each invoice to the following:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue – 4th Floor
Washington, DC 20002
By email: DBH.ap@dc.gov

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

G.6.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.6.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.6.2.2** Contract number and invoice number;
- G.6.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.6.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.6.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.6.2.6** Name, title, phone number of person preparing the invoice;
- G.6.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.6.2.8** Authorized signature.

G.6.3 Certification of Invoice

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

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.

G.7.2 No final payment shall be made to the Contractor until the agency CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.8 PAYMENT

G.8.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.5 of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.

G.8.2 DBH 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 ASSIGNMENT OF CONTRACT PAYMENTS

G.9.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

G.9.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.9.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

(Name and address of Assignee)

G.10 QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

G.10.1.1 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.10.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.10.2 Payments To Subcontractors

G.10.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

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

G.10.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

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

G.10.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.10.2.4 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.10.3 Subcontractor Requirements

G.10.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-Contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.11 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Director/ACCO. The contact information for the DBH Director/ACCO is as follows:

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

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.12.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.

G.12.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.12.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.13 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

G.13.1 The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.13.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.13.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.13.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.13.1.4 Reviewing and approving invoice submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.13.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.13.2 The address and telephone number of the COTR is:

COTR Saint Elizabeths Hospital: Merrit P. Drucker, Director of Facilities
St. Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Office: 202 299 5250
Email: Merrit.Drucker@dc.gov

COTR Behavioral Health Authority/Comprehensive Psychiatric Emergency Program: Delilah Kelly, Facilities Program Manager
Department of Behavioral Health (DBH)
64 New York Ave, NE Office 358
Washington, D.C. 20002
Office: 202-673-7772
Email: Delilah.Kelly@dc.gov

G.13.3 The COTR shall NOT have the authority to:

- a) Award, agree to, or sign any Contract, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the Contract;
- c) Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the Period of Performance; or

f) Authorize the use of District property, except as specified under the Contract.

G.13.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director/ACCO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

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

PART I: SECTION H – THE SCHEDULE
SPECIAL CONTRACT REQUIREMENTS
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SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a 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 DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.2 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) "DBH" shall mean the District of Columbia, Department of Behavioral 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 DBH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DBH to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DBH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DBH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DBH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DBH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law.
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.

- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DBH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

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

H.3.4 Obligations of DBH

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

H.3.5 Permissible Requests by DBH

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

H.3.6 Term and Termination

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

- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DBH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

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

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

- H.5.1** 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**

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

H.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/IFB shall be deemed nonresponsive and shall be rejected if the Bidder/ 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 Contract 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 ***

PART II: CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at:
[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)) .

1.1.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS The Contractor shall be bound by the Wage Determination No. 2005-2103 dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the Director/ACCO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 Time, if stated in a number of days, shall include Saturdays, Sundays and holidays, unless otherwise stated herein.

I.5 EQUAL EMPLOYMENT OPPORTUNITY

I.5.1 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 Attachment J.4. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

I.6.1 Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site with Link. **(Double click on link)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

I.7 OTHER CONTRACTORS

I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTORS

I.8.1 **The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.**

I.8.2 Exercise its best efforts and cooperation to effect an orderly and efficient **transition to a successor Contractor.**

I.9 SUSPENSION OF WORK

I.9.1 The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this Contract, or by the Director/ACCO 's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption and the Contract modified in writing accordingly.

I.9.2 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.9.3 A claim under this clause shall not be allowed for any costs incurred more than Twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.10 STOP WORK ORDER

- I.10.1** The Director/ACCO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of Ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.
- I.10.2** The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of Ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J).
- I.10.3** If a stop-work order issued under this clause is canceled or the period of the extension thereof expires the Contractor shall resume work. The Director, Contracts and any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.
- I.10.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within Thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/ Agency Chief Contracting Officer decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.10.5** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.10.6** If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 INSURANCE

- I.11.1** The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for Thirty (30) days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in

compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to:

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

I.12 WORKERS' COMPENSATION INSURANCE

I.12.1 A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease and \$500,000/disease policy limit shall be included.

I.13 COMMERCIAL GENERAL LIABILITY INSURANCE

I.13.1 A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent Contractors and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment shall be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.13.2 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least Thirty (30) days written notice to the District, prior to any termination or material alternation.

I.14 GOVERNING LAW

I.14.1 This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

I.15.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the Contract, including option periods if any.

I.16 ANTI-KICKBACK PROCEDURES**I.16.1 Definitions:**

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime contract.

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

“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.16.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.16.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.16.4 “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.16.5 “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 Contractor 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.16.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.16.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.16.7.1 Providing or attempting to provide or offering to provide any kickback;

I.16.7.2 Soliciting, accepting, or attempting to accept any kickback; or

I.16.7.3 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.16.8 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.16.7 of this clause in its own operations and direct business relationships.

I.16.9 When the Contractor has reasonable grounds to believe that a violation described in Paragraph I.16.7 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.

I.16.10 The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director/ACCO when the monies are withheld.

I.17 **ORDER OF PRECEDENCE**

I.17.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this contract by reference and made a part of the Contract:

I.17.2 Dixon Settlement Agreement dated September 8, 2011 in *Dixon, et al. v Gray, et al.*, CA 74285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)

I.17.3 Wage Determination issued by the U.S Department of Labor, Dated June 19, 2013

I.17.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)

I.17.5 Sections A through I of this Contract Number **RM-14-RFQ-155-BY0-MTD**

I. 17.6 Tax Certification Affidavit (J.9)

I.17.7 EEO Package (J.10)

I.17.8 First Source Agreement (J.8)

I.17.9 Department of Behavioral Health (DBH) Policies and Rule (J.5)

I.17.10 Contract Sections A through I and J of this Contract Number: **RM-14-RFQ-155-BY0-MTD**

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

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

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (27 PAGES) (Double click on link)
[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))
- J.2** 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) (Double click on link)
http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.3** Wage Determination No. 2005-2103 (Revision 12) June 19, 2013 (10 PAGES) (Double click on link) <http://www.wdol.gov/sca.aspx>
- J.4** Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.5** Department of Behavioral Health Policies and Rules (NEW) (Double click on link)
<http://dmh1.dc.gov/page/policies-rules>
- J.6** Level of Care Utilization System (LOCUS/CALOCUS) Evaluations (55 PAGES) (Double click on link)
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL161.pdf>
- J.7** Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) (18 PAGES) (Double click on link)
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL165.pdf>
- J.8** First Source Agreement (9 PAGES) (Double click on link)
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)

REQUIRE COMPLETION

- J.9** Tax Certification Affidavit (Double click on link) (1 PAGE) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.10** Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.11** Office of Contracting and Procurement Bidder/Offeror Certification Form (5 PAGES) (Double click on link)
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