

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT ADMINISTRATIVE**

**REQUEST FOR PROPOSAL RM-09-RFP-136-BY4-RKG
FOR LAB SERVICES AT SAINT ELIZABETHS HOSPITAL**

The Government of the District of Columbia, Department of Mental Health Services (DMH), Saint Elizabeths Hospital (SEH) has a need for a Contractor to provide highly specialized laboratory services on and off site of the SEH Campus.

Opening Date: September 3, 2009
Closing Time: Monday, October 5, 2009 @ 2:00 PM

***Pre-proposal Conference date: Tuesday, September 15, 2009, 1:00 – 2:00 PM
Conference Room C
Department of Mental Health
64 New York Ave., NE, 4th Fl.
Washington, DC 20002
(Contact Robin Knight Griffin to reserve attendance)***

To obtain a copy of the Request for Proposal, please contact Robin Knight Griffin, Contract Specialist at:

D.C. Department of Mental Health
64 New York Ave., NE, 4th Floor
Washington, DC 20002
Telephone: (202) 671-0184
Fax: (202) 671-3395
E-mail: Robin.Knight@dc.gov

Please return the completed Proposal (sign Section A, sign and completed Schedule B Pricing sheets) to Mrs. Robin Knight Griffin, by the time and date indicated above. Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Ave., NE, 4th Floor
Washington, DC 20002**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 59	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-09-RFP-136-BY4-RKG	
		5. DATE ISSUED: September 3, 2009	
		6. OPENING/CLOSING TIME: Monday, October 5, 2009 at 2:00 P.M.	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH 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 DMH)

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

NAME OF CONTRACTOR OR CONTRACTOR – LABORATORY SERVICES

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<u>SCHEDULE B PRICING</u>					
<p>The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) has a need for a contractor to provide highly specialized laboratory services, on and off site of the SEH Campus for inpatient clients.</p>					
<p>This is a Firm Fixed Price Contract.</p>					
<p>The Period of Performance (POP) under this Contract shall be One Year from Date of Award: (Base Year with Four Option Year)</p>					
0000	Laboratory Services Base Year			\$ _____	\$ _____
0001	Laboratory Services Option Year 1			\$ _____	\$ _____
0002	Laboratory Services Option Year 2			\$ _____	\$ _____
0003	Laboratory Services Option Year 3			\$ _____	\$ _____
0004	Laboratory Services Option Year 4			\$ _____	\$ _____
TOTAL VALUE OF CONTRACT					\$ _____
<p>_____</p> <p>Print Name of Contractor</p>					
<p>_____</p> <p>Print Name of Authorized Person</p>					
<p>_____</p> <p>Signature of Authorized Person</p>					
<p>_____ _____</p> <p>Title Date</p>					

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PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

Established in 1855 as the Government Hospital for the Insane, Saint Elizabeths Hospital (SEH) has had a distinguished history in the treatment of the mentally ill. The Hospital's early mission, as defined by its founder, Dorothea Dix, was to provide the "most humane care and enlightened curative treatment of the insane of the Army, Navy, and District of Columbia." During the Civil War, wounded soldiers treated here were reluctant to admit that they were in an insane asylum, and said they were at Saint Elizabeths, the colonial name of the land where the Hospital is located. Congress officially changed the Hospital's name to St. Elizabeths in 1916. By the 1940s, the Hospital complex covering an area of over 300 acres housed 7,000 patients. It was the first and only federal mental facility with a national scope.

Currently, Saint Elizabeths Hospital operates under the Department of Mental Health Services (DMH) which is a cabinet level agency in the District of Columbia Government that reports directly to the Mayor. SEH currently provides 24 hour-a-day, seven day a week mental health care for over 380 inpatients and has Civil and Forensic programs.

Annually, the Hospital performs an estimated 13,000 billable lab test for the Civil Program broken down as follows: 44% blood chemistry tests, 27% urine drug screens, 9% serology tests, 14% hematology analyses, 2% urinalyses, and 4% miscellaneous tests. For the Forensic Program, the Hospital performs an estimated total of 15,500 billable lab tests annually broken down as follows: 48% blood chemistry tests, 29% urine drug screens, 11% serology tests, 7% hematology analyses, 2% urinalyses, and 3% miscellaneous tests.

The DMH, SEH has a need for a full service reference laboratory that can provide a wide variety of clinical laboratory services to meet the requests ordered by physicians for SEH patients. The Contractor shall perform a broad spectrum of laboratory test, using state of the art scientific instrumentation, advanced technology, and computer systems to perform all tests. The Contract services shall include a Board Certified Pathologist to provide the clinical interpretation of tests and consultative services.

C.2 SCOPE OF SERVICES

The District of Columbia government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH), has a need for a contractor to provide laboratory services for inpatient clients of the Hospital. The Contractor shall perform highly specialized tests as requested by the DMH Physicians. This service is critical for providing laboratory testing on rare, esoteric and low frequently ordered parameters by DMH physicians for the diagnostic work-up and follow-up on severely and persistently mentally ill and/or dually diagnosed patients. The selected contractor shall provide these services both on and off the SEH site.

C.3 REQUIREMENTS

- C.3.1 The Contractor shall provide laboratory services by qualified staff, with appropriate licensure and certification, as required for the provision of laboratory services to inpatient consumers of the Department of Mental Health (DMH), St. Elizabeths Hospital.
- C.3.2 The Contractor shall provide core laboratory services including routine and esoteric clinical laboratory testing;
- C.3.3 The Contractor shall provide Emergency or STAT testing, seven days a week, 24 hours a day, 365 days a year. The Contractor shall provide STAT testing results in less than three (3) hours of specimen collection;
- C.3.4 The Contractor shall provide Phlebotomy services, on the SEH campus, on an as needed basis;
- C.3.5 The Contractor shall provide daily routine and emergency courier services for the transportation of laboratory specimens to the Contractor's laboratories;
- C.3.6 The Contractor shall conduct all testing at accredited laboratory facilities owned by the Contractor, and not refer more than 5% of work under this requirement to external laboratories, based on the current test menu.
- C.3.7 The Contractor's STAT testing laboratory shall be 12 miles or less from the SEH campus. All of the other testing services offered by the Contractor shall be provided in laboratories not more than 40 miles from the SEH campus excepting those tests that may need to be referred out and constitute less than ten percent (10%) of the test menu;
- C.3.8 The Contractor shall supply all necessary supplies for the collection and preparation of specimens, including supplies required to package and transport specimens to laboratory for testing.
- C.3.9 The Contractor shall develop an electronic interface with the current Hospital Lab Information System and/or SEH Information Technology (IT) system, Avatar. The interface shall be developed, tested, deployed, and maintained at the Contractor's expense to facilitate the electronic transmission of laboratory test results. The interface shall be able to transmit and identify normal, abnormal, abnormal high and critical results. The Contractor shall immediately notify SEH Staff designee of critical results. The interface shall be HL7 modified to be Avatar compliant;
- C.3.10 The Contractor shall provide a monthly report summarizing, in detail, the number and type of tests conducted, number of patients serviced, number of times phlebotomy services were utilized and any other necessary and/or requested information and reports as determined by the COTR.

C-4 SPECIFIC WORK TO BE PERFORMED

- C.4.1. The Contractor shall provide coverage in all areas of clinical pathology, such as chemistry, hematology, microbiology, toxicology, and therapeutic drug monitoring.

- C.4.2 The Contractor shall offer assays for ninety-five percent (95%) of the psychiatric practice and drug screening services on site, at its laboratory.
- C.4.3 The contractor shall use a high-pressure liquid chromatogram for quantification of drug levels.
- C.4.4 The Contractor shall offer on site diagnostic test such as therapeutic monitoring of neuroleptics, Compazine, Loxatan, Prolixin, and Haldol; antidepressants such as Monoamine Oxidase inhibitors; and anxiolytic assays, tranquilizers, such as Diazepam, Chlordiazepoxide and Clozaril levels.
- C.4.5 The Contractor shall be a full service laboratory that provides a twenty-four (24) hour turn around time on routine tests.
- C.4.6 The Contractor shall be available to provide emergency toxicology and therapeutic drug monitoring services twenty-four (24) hours per day, seven (7) days per week.
- C.4.7 The Contractor shall have a gas chromatograph and mass spectrophotometer on site to confirm all drugs of abuse. The detection limits for drugs of abuse performed by gas chromatograph-mass spectrometry (GCMS) must meet the Substance Abuse and mental Health Services Administration's (SAMHSA) guidelines.
- C.4.8 The Contractor shall allow site visits by the COTR for the purpose of evaluating the Contractor's procedures, quality control and quality assurance. The Contractor shall also schedule a representative to meet on a monthly basis with the COTR to discuss updates in testing information; issues pertaining to the availability of new tests and special handling requirements.
- C.4.9 The Contractor shall immediately report by telephone all critical ranges, stat and toxic concentration of drug results to the designated hospital staff twenty-four (24) hours a day. Results must also be immediately transmitted electronically.
- C.4.10 The Contractor shall use state-of-the-art methodologies and instrumentation to perform in-house the full range of endocrinology tests, neuroleptic drugs by radio receptor assay, 3-Methoxy-4-Hydroxyphenethylene Glycol (MHPG), Melanocyte Stimulating Hormone (MSH), C-Peptide assay, Polymerase-Chain Reaction (PCR), and Nucleic Acid Probes.
- C.4.11 The contractor shall provided the formal documentation necessary for reporting to the courts and testifying in medico-legal cases.
- C.4.12 The Contractor shall provide chain of custody forms and security tape to aid in the identification process at no charge.
- C.4.13 The Contractor shall confirm presence of substances with legal implications by an alternative methodology before reporting.
- C.4.14 The Contractor shall provide clinical interpretation of chromosome analysis, Flow-cytometry for CD+4, T-Lymphocyte assay for AIDS testing, Immunophenotyping and Western-Blot assays performed on site.

- C.4.15 The Contractor shall provide a full range of anatomic pathology services such as surgical pathology, extra GYN cytology, specialized tissue stain procedures to include immunoperoxidase staining, etc., for comprehensive diagnosis of a pathological abnormality.
- C.4.16 The Contractor shall ensure interpretation of reports by a board certified pathologist and shall provide professional consultation on medical interpretation; supportive services in both the medical and technical areas; educational services, such as monthly continuing-education laboratory newsletters on a regular basis.
- C.4.17 The Contractor's response time to pick-up in emergency situations, shall be within on (1) hour from the time call.
- C.4.18 The Contractor shall send Esoteric/Specialized Psychotropic Test to special laboratories for testing when necessary.
- C.4.19 The Contractor shall ensure that any associated subcontractor meet the same requirements set forth for the Contractor.

C-5 CONTRACTOR QUALIFICATIONS

The Contractor shall meet the following qualifications:

- C.5.1 Extensive experience in hospital laboratories referral testing, not owned by the Contractor;
- C.5.2 Proven capability with local example of laboratory management;
- C.5.3 Adheres to Six Sigma principals and can show evidence of process improvement based on the Six Sigma program; and
- C.5.4 Extensive experience with at least two state psychiatric hospitals including full service laboratory outsourcing;
- C.5.5 Clinical Laboratory Improvement Amendment (CLIA) certified laboratory; and
- C.5.6 College of American Pathologists (CAP) accredited laboratory
- C.5.7 The Contractor shall be required to have qualified personnel and board certified pathologist to direct laboratory tests who are accredited by the qualifications listed above as well as the following:
- American Society of Cytology (ASC)
 - American Industrial Hygiene Association (AIHA)
 - Forensic Urine Drug Testing (FUDT)
 - Joint Commission Hospital Accreditation (JCAHO)
 - Center for Medicare and Medicaid Services (CMS)

C.6 LOCATION OF SERVICES

Services shall be provided at the Saint Elizabeth Hospital campus, located at 2700 Martin Luther King Jr. Avenue, SE, Washington, D.C. and at the contracted vendor's facilities. On the SEH campus, service locations shall include John Howard Pavilion (Forensic program), the RMB Building (Civil), and the new hospital.

C.7 STANDARD OF PERFORMANCE

C.7.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.7.2 The Contractor shall submit evaluation of the effectiveness of all services provided under this contract. The format, methodology, and procedures of analysis employed in the evaluation shall be reviewed and approved by the Contracting Officer's Technical Representative (COTR) prior to implementation.

C.8 ADVERTISING AND PUBLICITY

Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs, or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.9 CONFIDENTIALITY

C.9.1 Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

C.9.2 HIPPA ACT – Confidential Information

(a) 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.

- (b) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (c) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (d) "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 .

C.10 RIGHTS IN DATA

C.10.1 Any data first produced in the performance of this Contract shall be the sole property of the DMH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this Contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.10.2 Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public.

DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

C.10.3 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

C.10.4 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

- C.10.5 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- C.10.6 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- C.10.7 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- C.10.8 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- C.10.9 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- C.10.10 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- C.10.11 Copy computer programs for safekeeping (archives) or backup purposes; and

C.10.12 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

C.10.13 The restricted rights set forth in section C.9.8 are of no effect unless:

C.10.14 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

C.10.15 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

C.10.16 In addition to the rights granted in Section C.9.18 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section C.9.18 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.

C.10.17 Whenever any data, including computer software, are to be obtained from a subContractor under this Contract, the Contractor shall use Section I-2 in the Sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.

C.10.18 For all computer software furnished to the District with the rights specified in Section C.9.8, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section C.9.8. For all computer software furnished to the District with the restricted rights specified in Section C.9.9, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.

C.10.19 Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:

C.10.20 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or

C.10.21 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

C.10.22 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

PART I - THE SCHEDULE

SECTION D

PACKING AND MARKING

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SECTION D: PACKAGING AND MARKING

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

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

PART I - THE SCHEDULE**SECTION E****INSPECTION AND ACCEPTANCE****TABLE OF CONTENTS**

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

- (a) The Contractor shall be held to the full performance of the Contract. The DMH shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.
- (b) 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. In those cases, partial deductions may be taken from the Contractor's invoice.
- (c) The DMH shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E-2 Therefore:

In the case of non-performed work, DMH:

- (a) Shall 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.
- (b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.
- (c) May, at its option, perform the services by the DMH personnel or other means.

In the case of unsatisfactory work, DMH:

- (a) 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 satisfactory completes the work;
- (b) May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of Officer and at no additional cost to the DMH.

E-3 TERMINATION FOR CONVENIENCE

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

E-4 TERMINATION FOR DEFAULT

1. DMH may, subject to the conditions stated below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - (a) Perform the services within the time specified in this Contract or any extension; or
 - (b) Make progress so as to endanger performance of this Contract; or
 - (c) Perform any of the other material provisions of this Contract.
2. DMH's right to terminate this Contract may be exercised if the Contractor does not cure such failure within 10 days (or such longer period as authorized in writing by the Contracting Officer) after receipt of the notice to cure from the Contracting Officer specifying the failure.
3. If DMH terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Director, Contracts and Procurement/Agency Chief Contracting Officer considers appropriate, supplies and services similar to those terminated, and the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
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 causes include (1) acts of God, (2) fires or floods, (3) strikes, and (4) unusually severe weather. In each instance the failure to perform shall be beyond the control and without the fault or negligence of the Contractor.
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.
6. If the Contract is terminated for default, DMH may require the Contractor to transfer title and deliver to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which CFSA has an interest.
7. Shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.

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 the convenience of DMH.
9. The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F-1 PERIOD OF PERFORMANCE (POP)

Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be **One Year from Date of Award: (Base Year with Four Option Years)** as indicated on the Pricing Schedule which is in Section B, page 2.

F-2 DELIVERABLES

Contractor shall provide the Deliverables (complete services required as outlined in Section C) to the Contracting Officer's Technical Representative for this procurement as described in Section G.5.

F-3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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 Mental Health
64 New York Avenue – 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax
Email: Samuel.feinberg@dc.gov

G-2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract. The Contractor shall be remunerated at a firm fixed price rate as indicated in Section B. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during increment of the hours of work actually performed.

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

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 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, Contracts and Procurement/Agency Chief Contracting Officer only.

***RM-09-RFP-136- BY4-RKG,
LABORATORY SERVICES***

G-4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

The District Government operates by the Fiscal Year which commences on October 1, and ends on September 30. Funds are not presently available for performance under this Contract beyond September 30, 2010. DMH'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 DMH for any payment may arise for performance under this Contract beyond September 30, 2010, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

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

Suryabala Kanhouwa, Director Laboratory Services
 St. Elizabeths Hospital
 Blackburn Laboratory Building
 2700 MLK Jr., Ave., SE
 Washington, DC 20032
 (202) 645-8300 - Telephone

G-6 SUBMISSION OF INVOICE

The Contractor shall submit an original and three copies of the invoice on a monthly basis to the (COTR). The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from the Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G-7 CERTIFICATION OF INVOICE

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

G-8 PAYMENT

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this Contract at the prices stated in Section B.

G-9 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this 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 DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

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

PART I: THE SCHEDULE**SECTION H****SPECIAL CONTRACT REQUIREMENTS**

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 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.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.2.1 Definitions

- (e) "Business Associate" shall mean The Contractor.
- (f) "DMH" shall mean the District of Columbia, Department of Mental Health
- (g) "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.
- (h) "Designated Record Set" means:
 1. A group of records maintained by or for DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (i) 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).
- (j) 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.
- (k) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.

- (l) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (m) "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 .
- (n) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.2.2 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.2 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.2.
- (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.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subContractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, 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.2, 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 shall 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.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.2.4 Obligations of DMH

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

- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.2.5 Permissible Requests by DMH

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

H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subContractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 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.2 from time to time as is necessary for CFSA 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.2.6 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.2 shall be resolved to permit DMH to comply with the Privacy Rule.

H-3 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.4 LIQUIDATED DAMAGES

- H.4.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$500 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.4.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. 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 DMH to the replacement Contractor.
- H.4.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

H.5 **PROTECTION OF PROPERTY**

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

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

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

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

During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. seq.

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

PART II: CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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SECTION I – CONTRACT CLAUSES

I-1 GOVERNING LAW

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

I-2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the “OCP Policies” link, and then the link to “Standard Contract Provisions-Supply and Services Contracts.”

I-3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District of Columbia Government or customer of the District of Columbia Government shall not be used by the Contractor in connection with any other matters, nor shall any information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records. All District and Federal penalties for illegally devolving confidential information of District of Columbia employees and customers shall be enforced.

I-4 TIME

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

I-6 SUSPENSION OF WORK

- I-6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

I-6.2 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-6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I-7 **STOP WORK ORDER**

I-7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I-7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I-7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly.

I-7.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

I-7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I-7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I-8 This Section is Reserved for Future Use

I-9 This Section is Reserved for Future Use

I-10 **ANTI-KICKBACK PROCEDURES**

I-10.1 Definitions:

I-10.1.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subContractor, or subContractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subcontracts relating to a prime Contract.

I-10.1.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I-10.1.3 “Prime Contract,” as used in this clause, means a Contract or Contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I-10.1.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime Contract with the District.

I-10.1.5 “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

I-10.1.6 “Subcontracts,” 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-10.1.7 “SubContractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subcontracts 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-10.1.8 “SubContractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subContractor.

I-10.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I-10.2.1 Providing or attempting to provide or offering to provide any kickback;
RM-09-RFP-136- BY4-RKG,
LABORATORY SERVICES

- I-10.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I-10.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subContractor to a prime Contractor or higher tier subContractor.
- I-10.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I-10.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I-10.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a subContractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

I-11 **INSURANCE**

The Contractor shall procure and maintain minimum insurance coverage in the types specified below, at its own cost and expense, during the entire period of performance under this Contract. This insurance coverage must be obtained prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.11.1 Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- I.11.2 Professional Liability Insurance: \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses and errors and omissions liability insurance for all other "professions" with a professional liability exposure) [for human care services contracts only].
- I.11.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.11.4 Workers' Compensation Insurance: According to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

- I.11.5 Umbrella/Excess Liability Insurance: \$5,000,000 limits per occurrence (for human care services contracts only).
- I.11.6 Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- I.11.7 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I-12 **ORDER OF PRECEDENCE**

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

- I-12.1 Sections A through M of this Contract Number RM-09-RFP- 136- BY4-RKG
- I-12.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (J.1);
- I-12.3 Tax Certification Affidavit (J.2)
- I-12.4 Equal Employment Opportunity Statement (J.3);
- I-12.5 First Source Agreement and Unemployment Tax (DOES) (J.4)

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

PART III: LIST OF DOCUMENTS, EXHIBITS AND OPTHER ATTACHMENTS

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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J-1	STANDARD CONTRACT PROVISIONS <ul style="list-style-type: none">• <u>Standard Contract Provisions (March 2007)*</u>
J-2	TAX CERTIFICATION AFFIDAVIT <ul style="list-style-type: none">• <u>Tax Certification/Affidavit*</u>
J-3	EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT <ul style="list-style-type: none">• <u>EEO Information and Mayor Order 85-85*</u>
J-4	FIRST SOURCE AGREEMENT <ul style="list-style-type: none">• <u>http://www.dcconvention.com/pdfs/First_Source_Employment.PDF.*</u>

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

***Control/Click to follow link**

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

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
CONTRACTOR**

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PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 TAX CERTIFICATION

Each Prospective Contractor shall submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.2.

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Prospective Contractor, by checking the applicable box, represents that

(a) It operates as:

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

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

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

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Prospective Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Contractor also agrees to notify all perspective subContractors, prior to execution of any Contractual agreements, that the subContractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

Name _____ Title _____
 Signature _____ Date _____

K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

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

Prospective Contractor _____ Date _____

Name _____

Title _____

Signature _____

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

K.6 WALSH-HEALY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **SHALL** be furnished:

(c) Regular Dealer

_____ The Prospective Contractor is a Regular Dealer.

_____ The Prospective Contractor is not a Regular Dealer.

(d) Manufacturer

_____ The Prospective Contractor is a Manufacturer.

_____ The Prospective Contractor is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Contractor shall check one of the following:

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

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

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

(c) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:

- 1. those prices
- 2. the intention to submit a Contract, or
- 3. the methods or factors used to calculate the prices in the Contract;

(c) The prices in this Contract have not been and shall not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and

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

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

1. Is the person in the Prospective Contractor's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (f) If the Prospective Contractor deletes or modifies subparagraph (a)(2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

PART IV: REPRESENTATIONS AND INSTRUCTIONS**SECTION L****INSTRUCTIONS CONDITIONS AND NOTICES TO CONTRACTORS****TABLE OF CONTENT**

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

The District intends to award a Contract resulting from this solicitation to the responsible Prospective Contractor whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.1.3 Prospective Vendors are invited to attend the **Pre-proposal Conference scheduled as follows:**

Tuesday, September 15, 2009, 1:00 -2:30 PM
Department of Mental Health, Conference Room C
64 New York Ave., NE, 4th Floor
Washington, DC 20002

Contact Robin Knight Griffin by telephone on (202) 671-0184, or by e-mail at Robin.Knight@dc.gov for reservation.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and (5) copies of the written proposals (Including Cover Sheet Business Information) shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled, binder or bond technical proposal (including tabs) shall be submitted with a minimum of ten (10) pages. Proposals shall not exceed the maximum of ten (10) pages, additional pages only for cost proposal and supporting documentation, such as the letter of intent, cover page, table of contents and attachments are not included in the 10 pages. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and telegraphic proposals shall "NOT" be accepted.** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **RM-09-RFP-136 -BY4-RKG**".

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 Proposal Submission

Proposals shall be submitted no later than **2:00 PM (est) on Monday, October 5, 2009.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Postmarks

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

L.3.3 Late Modifications

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

L.3.4 Late Proposals

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

L.4 **HAND DELIVERY OR MAILING OF PROPOSALS**

DELIVER OR MAIL TO:

Robin Knight Griffin, Contracts Specialist
 Department of Mental Health
 Contracts and Procurement Administration
 64 New York Avenue, NE, 4th Floor
 Washington, D. C. 20002
 (202) 671-0184

L.5 **REQUEST FOR INFORMATION**

If a Prospective Contractor has any questions relative to this solicitation, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

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 Mental Health
 64 New York Avenue – 4th Floor
 Washington, DC 20002
 (202) 671-3188 – Office
 (202) 671-3395 - Fax
 Email: Samuel.feinberg@dc.gov

L.6 **FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Director, Contracting and Procurement/ Agency Chief Contracting Officer, Samuel J. Feinberg, CPPO, CPPB, 64 New York Avenue, NE, 4th Floor, Washington, DC, 20002, 202-671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Director/ACCO, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 PROPOSAL PROTESTS

Any actual or Prospective Contractor, or Contractor who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the ACCO for the solicitation.

L.8 SIGNING OF OFFERS

The Prospective Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the ACCO.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 ACCEPTANCE PERIOD

The Prospective Contractor agrees that its offer remains valid for a period of 120 days from the solicitation's closing date.

L.14 BEST AND FINAL OFFERS (BAFO)

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

L.15 LEGAL STATUS OF CONTRACTOR

Each proposal shall provide the following information:

- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Contractor;
- L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.15.3 If the Prospective Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4 The District reserves the right to request additional information regarding the Prospective Contractor's organizational status.

L.16 STANDARDS OF RESPONSIBILITY

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

- L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

- L.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7 If the Prospective Contractor fails to supply the information requested, the 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 ACCO shall determine the Prospective Contractor to be non-responsible.

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

PART IV: REPRESENTATIONS AND INSTRUCTIONS**SECTION M****EVALUATION FACTORS FOR AWARD****TABLE OF CONTENT**

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the responsive and responsible Prospective Contractor whose offer is most advantageous to the District, based upon the Evaluation Criteria specified below. Thus, while the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the Evaluation Criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
49 and Below	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
50-59	Poor	Marginally meets minimum requirements; major deficiencies which shall be correctable.
60-69	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which shall be correctable
70-79	Acceptable	Meets requirements; no deficiencies.
80-89	Good	Meets requirements and exceeds some requirements; no deficiencies.
90-100	Excellent	Exceed most, if not all requirements, no deficiencies.

M.3 EVALUATION STANDARDS

Selection of Vendors for Contract awards shall be based on an evaluation of proposals against the following factors:

M.4 TECHNICAL CRITERIA (80 POINTS)

Business Capability

- A. The organization possesses the necessary skills and experience to carry out the objectives of the RFP? (20 points)

- B. The proposal demonstrates necessary accreditations, including Clinical Laboratory Improvement Amendment, College of American Pathologists and Forensic Urine Drug Testing (FUDD)? (15 points)

C. The organization adheres to Six Sigma principles and utilized those principles to improve processes? (15 points)

D. The organization demonstrates satisfactory past performance as evidenced in its submission? (30 points)

M.5 PRICE CRITERIA (20 Points)

M.4.1 Cost Proposal Criteria (Schedule B Pricing Sheet)

- Appropriate submission with signature of Schedule B Pricing Sheet

M.4.2 The price evaluation shall be objective. The Prospective Contractor with the lowest cost/price proposal shall receive the maximum price points. All other proposals shall receive a proportionally lower score. The following formula shall be used to determine each Contractor's evaluated cost/price score:

- $$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/Price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.6 PREFERENCE (12Points)

M.7 TOTAL POINTS (112 Points)

M.8 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

A. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.

General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;

3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime Contractor that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime Contractor that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime Contractor that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime Contractor that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

B. Preferences for Sub-Contracting in Open Market Solicitations with No LBE, DBE, RBO Sub-Contracting Set Aside

The preferences for Sub-Contracting in open market solicitations where there is no LBE, DBE or RBO Sub-Contracting set aside are as follows:

1. If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for Sub-Contracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
2. If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime Contractor Sub-Contracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Sub-Contract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Sub-Contracting}$$

*Note: Equivalent of four (4) points on a 100 point scale

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a Sub-Contracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a Sub-Contracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime Contractor does not receive a further price reduction or additional points if such Contractor proposes Sub-Contracting with an LBE. However, if this same LBE prime Contractor proposes Sub-Contracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the Sub-Contracting level.

C. Preferences for Open Market Solicitation with LBE, DBE or RBO Sub-Contracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO Sub-Contracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for Sub-Contracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE, or RBO Sub-Contracting above the Sub-Contracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subContracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

D. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships when an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or RBO.

E. Preference for joint Ventures Including Businesses located in an Enterprise Zone.

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone.

1. Contractor Submission for Preferences

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

(a) Evidence of the Contractor's, Sub-Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

(1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or

(2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia shall first be certified as LBEs before qualifying for self-certification.

2. Evidence that the Contractor or any Sub-Contractor is located in an enterprise zone.

In order for an Contractor to receive allowable preferences under this solicitation, the Contractor shall include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this solicitation, any Contractor seeking self-certification shall complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All Contractors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the Contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

Local, Small, and Disadvantaged Business Enterprise Sub-Contracting

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime

Contractor shall perform at least fifty percent (50%) of the Contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it

subContracts, fifty percent (50%) of the Sub-Contracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

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