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DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH  
CONTRACTS AND PROCUREMENT ADMINISTRATION  
64 NEW YORK AVENUE, NE, 4<sup>TH</sup> FLOOR, WASHINGTON, DC 20002  
PHONE: 202 671-3171 ♦ FAX: 202 671-3395

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July 10, 2009

**REQUEST FOR QUOTATION**  
**INSTALL BREAKAWAY SCREWS OR UPGRADE VENTS**  
**RM-09-RFQ-128-BY0-RKG**

The Government of the District of Columbia Department of Mental Health (DMH) is seeking Request for Quotations from qualified bidders to install breakaway screws or as an alternative, upgrade vents with stainless steel mesh.

Opening Date: Friday, July 10, 2009  
Closing Date: Friday, July 17, 2009  
Closing Time: 2:00pm (est)

Please return the written Quote to Mrs. Tira Williams, Contract Specialist via email at [tira.williams@dc.gov](mailto:tira.williams@dc.gov) or facsimile at (202) 671-3395. Please direct any and all questions to Ms. Williams who may be reached at (202) 671-3184.

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: 1 of 33	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: <b>RM-09-RFQ-128-BY0-RKG</b>	
		5. DATE ISSUED: <b>July 10, 2009</b>	
		6. OPENING/CLOSING TIME: <b>July 10, 2009/July 17, 2009 - 2:00pm</b>	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFQ)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE VENDOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	5
x	B	Supplies/Services and Price/Costs	2	PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement	6	x	J	List of Attachments	1
x	D	Packaging and Marking	2	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	4	x	K	Representations, Certifications and other Statements of The Vendors	N/A
x	F	Deliveries or Performance	2				
x	G	Contract Administration	4	x	L	Instrs. Conds., & Notices to The Vendors	N/A
x	H	Special Contract Requirements	6	x	M	Evaluation Factors for Award	N/A

**OFFER (TO BE COMPLETED BY THE VENDOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within \_\_\_ calendar days (unless a different period is inserted by the Vendor) 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 Vendor acknowledge receipt of amendments to the SOLICITATION for The Vendors and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF THE VENDOR:			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) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>			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						

SUPPLIES SERVICES AND PRICE COST

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
<p>The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH), Facilities and Environment Department (FED) has a need for a general Vendor to furnish all labor, materials, equipment, parts, supplies, and supervision to secure existing supply, exhaust and return air vents by installing breakaway screws or as an alternative, upgrade the vents with stainless steel mesh.</p>					
<p>The Period of Performance (POP) under this Contract shall be from Date of Award to September 30, 2009.</p>					
<b><u>ALTERNATIVE 1: INSTALL BREAKAWAY SCREWS:</u></b>					
0001 (Base Year)	Labor	_____	Per Hour	\$ _____	\$ _____
0002 (Base Year)	Supervision	_____	Per Hour	\$ _____	\$ _____
0003 (Base Year)	Material, Equipment, Parts, and Supplies				\$ _____
TOTAL VALUE OF ALTERNATIVE I					\$ _____
<b><u>ALTERNATIVE 11: UPGRADE WITH STAINLESS STEEL MESH</u></b>					
0001 (Base Year)	Labor	_____	Per Hour	\$ _____	\$ _____
0002 (Base Year)	Supervision	_____	Per Hour	\$ _____	\$ _____
0003 (Base Year)	Material, Equipment, Parts, and Supplies				\$ _____
TOTAL VALUE OF ALTERNATIVE 11					\$ _____

	<hr/> Print Name of Vendor/Vendor  <hr/> Print Name of Authorized Person  <hr/> Signature of Authorized Person  <hr/> Title <span style="float: right;">Date</span>				\$ _____
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**MANDATORY SITE VISIT ON TUESDAY, JULY 14, 2009 AT 1:00PM LOCATED ON THE GROUNDS OF ST ELIZABETHS HOSPITAL, 2700 MARTIN LUTHER KING, JR., AVENUE, SE, SMITH CENTER BUILDING, FIRST FLOOR CONFERENCE ROOM, WASHINGTON, DC 20032.**

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

**PART I - THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
<b>C-1</b>	<b>BACKGROUND</b>	<b>5</b>
<b>C-2</b>	<b>SCOPE OF SERVICES/ SPECIFIC REQUIREMENTS</b>	<b>5 - 8</b>
<b>C-3</b>	<b>SMOKING RESTRICTIONS</b>	<b>8</b>
<b>C-4</b>	<b>QUOTE SUBMISSION/RESPONSES TO THIS SOLICITATION</b>	<b>9</b>
<b>C-5</b>	<b>STANDARD OF PERFORMANCE</b>	<b>9</b>
<b>C-6</b>	<b>CONFIDENTIALITY</b>	<b>9</b>

## **PART I - THE SCHEDULE**

### **SECTION C**

#### **DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

##### **C.1 BACKGROUND/GENERAL REQUIREMENTS:**

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. DMH's operational units include Saint Elizabeth's Hospital (SEH). SEH provides an extensive array of inpatient care for individuals with serious and persistent mental illness who need the security and structure to assist in their recovery. Saint Elizabeths also provides mental health evaluations and care to patients committed by the courts who are located in the John Howard Pavilion (JHP) Building which houses over 200 Forensic patients. This work is to provide a means to avoid patients attempting to commit potential suicide while residing in the JHP building. There are twelve (12) wards that are located on four (4) floors of the JHP building. There are three (3) wards on each floor with "T" corridors connecting the three wards.

##### **C-2 SCOPE OF SERVICES**

#### **SPECIFIC REQUIREMENTS FOR ALTERNATIVE I – UPGRADES WITH BREAKAWAY SCREWS**

The Vendor shall provide all labor, materials, supervision, protection, safety and clean up to replace all existing screws on all supply, exhaust, and return vents on the ten (10) wards (wards 1, 2, 3, 6, 7, 8, 9, 10, 11, and12) in the JHP.

Vendor shall:

- Remove existing screws on all sixty –six (66) vents
- Drill approximately six (6) holes 1" to 1 1/2" on each vent and masonry wall
- Provide and install nylon sleeves in the drilled holes as needed
- Secure existing vents by providing and installing breakaway screws as needed

#### **SPECIFIC REQUIREMENTS FOR ALTERNATIVE II – UPGRADES WITH STAINLESS STEEL MESH**

The Vendor shall provide all labor, materials, supervision, protection, safety and clean up to provide and install stainless steel wire mesh on all supply, exhaust, and return vents on the ten (10) wards (wards 1, 2, 3, 6, 7, 8, 9, 10, 11, and12) in the JHP.

Vendor shall:

- Remove existing screws on all sixty – six (66)vents
- Secure all screws and vents for re-installation
- Provide stainless steel type 14 mesh T316; 0.020" wire diameter, 36 inch wide; mesh per inch -14, which resists chemical corrosion
- Prefab wire mesh to flush with vents.
- Install mesh on inside of vents

- Secure mesh by making sure that existing screws go through the mesh when re-installing vents.
- The areas where work will be performed is occupied by staff and patients. The FED, maintenance department have determined that it will be necessary for the Vendor to understand that the work under this contract can only be accomplished under strict schedule times and guidelines to include days and hours of work.
- The Vendor shall apply, obtain and pay for all license(s), permit(s), certificate and fee if needed to perform the work under this contract.

### **C.2.1 WORKING INSIDE BUILDINGS**

All of the repairs/upgrades/replacements that will be performed inside of the John Howard Pavilion Building and shall be in accordance with all applicable codes and standards to include the St. Elizabeths Hospital's policies and procedures.

### **C.2.2 WORKING HOURS**

All of the repairs/upgrades/replacements shall be performed during the hours of 7:30AM through 4:00PM Monday through Friday. Work on holidays and weekends must be requested by the Vendor forty – eight (48) hours and approved by the Director Facilities and Environment Department (FED) prior to performing the work, unless it is an authorized emergency.

### **C.2.3 LOCATION OF WORK**

The location of where the work shall be done is as follows:

St. Elizabeths Hospital  
 John Howard Pavilion  
 2700 Martin Luther King, Jr., Ave., SE  
 Washington, DC 20003

### **C.2.4 COORDINATION OF WORK**

The Vendor shall coordinate all work schedules with the Contracting Officer Technical Representative (COTR) or the Director Facilities and the Environment (FED):

Gilbert Taylor, Director Facilities and the Environment, (202) 645-5425  
 Tim Coeffield, Facilities Operations Specialist (COTR), (202) 645-8560

### **C.2.5 UTILITY SHUTDOWNS**

The Vendor shall give at least a seventy-two (72) hour notice to the COTR or the Director, FED if a utility shutdown is required. Before any work can begin, authorization must be given by the Director, FED.

## C.2.6 ASBESTOS AND LEAD REMOVAL

The facilities and infrastructure under this contract may contain asbestos and or lead. The Vendor is not to disturb any asbestos or lead materials during the performance of this work. Any disturbance shall be reported to the Director, FED through the COTR immediately. If asbestos or lead is disturbed prior to reporting to the COTR or Director FED, the Vendor shall be responsible for the abatement of the disturbed material in accordance with all EPA, Federal, and District rules and regulations at no additional cost to the District of Columbia Government.

If asbestos or lead is suspected and will impact the performance of the work and such abatement is necessary, the Vendor shall provide a proposal to include cost to perform abatement in writing and approved by the Director FED before such abatement is carried out.

## C.2.79 CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES

The Vendor shall exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces, and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, and existing structures shall be fully restored or replaced by the Vendor at no cost to the District within five (5) working days.

## C.2.8 CLEANING OF SITE

Upon completion of the work, the Vendor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay out of St. Elizabeths Hospital Campus prior to final acceptance of the work.

Vendor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment, materials, and or supplies generated from the performance of the contract.

## C.2.9 WORKMANSHIP

The Vendor shall accomplish all work in strict accordance to the regulations and requirements as set forth by Best Practice and Standard Specifications and other applicable codes, and standard engineering practices.

## C.2.10 REPAIR PARTS AND MATERIALS SUPPLIED BY THE VENDOR

All parts and materials furnished by the Vendor, unless otherwise authorized, shall conform to the original manufacturer's specifications or an approved equal.

All replacement items shall be approved by the Director, FED or COTR, or the DMH/SEH Fire Inspector.



### C.2.11 CONTRACT DURATION

The contract duration shall be thirty (30) working days from date of award for ALTERNATE I and for ALTERNATE II.

### C.2.12 ADDITIONAL REQUIREMENTS

The Vendor must provide samples of the breakaway screws to be used for Alternate I and demonstrate through installation on one vent the performance of the breakaway screws to determine at what force applied the screws give. After the demonstration the Director FED shall approve or disapprove the screws. If disapproved, the Vendor shall provide a thicker or thinner screw and repeat the demonstration until the screw meets the approval of the Director FED.

The Vendor must provide a sample of the wire mesh and provide a demonstration through the installation on one vent for approval by the Director FED as specified prior to the demo or installing for Alternate II.

The Director of FED will make a final decision on Alternate I or Alternate II after observing both demos side by side.

The Vendor must provide proof of experience working in a hospital, school or prison environment paying particular attention to general construction upgrade services.

The areas where work shall be performed are occupied by staff and patients. The FED, maintenance department have determined that it shall be necessary for the Vendor to understand that the work under this contract can only be accomplished under strict schedule times and guidelines to include days and hours of work;

The Vendor shall apply, obtain and pay for all license(s), permit(s), certificates and fees if needed to perform the work under this contract; and

The Vendor shall be required to sign a District of Columbia Contract (this is a standard healthcare agreement to allow exchange of confidential data) and be bound by District Health Insurance Portability and Accountability Act (HIPAA), Mental Health Act rules and all other terms/conditions associated with confidentiality, along with disclosure of Identifiable health information that is transmitted or maintained by electronic media or is transmitted or maintained in any other form or medium.

### C.3 SMOKING RESTRICTIONS

The entire Saint Elizabeths Hospital Campus is designated as a smoke and tobacco-free facility. Patients, employees, Vendors, visitors, guest, etc. are not allowed to smoke anywhere on the grounds and inside the hospital facilities. The smoking policy is posted in and around the SEH Campus facilities.

**C.4 QUOTE SUBMISSIONS/RESPONSES TO THIS SOLICITATION**

Quote submissions/responses to this solicitation must be delivered or mailed to meet the submission deadline of Friday, July 17, 2009, by 2:00pm.

Part A, Page 1, Section 15 of the Solicitation must be signed by the Vendor and Part B, Page 2, of the Solicitation must be signed by the Vendor.

Telephonic, telegraphic and/or electronic faxed quotations shall not be accepted.

**C.5 STANDARD OF PERFORMANCE**

The Vendor 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. Vendor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

**C.6 CONFIDENTIALITY**

The Vendor 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.

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

**PART I - THE SCHEDULE**

**SECTION D**

**PACKING AND MARKING**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
D-1 & D-2	PACKAGING AND MARKING	11

**PART I - THE SCHEDULE**

**SECTION D**

**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 Vendor 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**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
E-1 & E-2	CONSEQUENCES OF VENDOR'S FAILURE TO PERFORM REQUIRED SERVICES	13
E-3	TERMINATION FOR CONVENIENCE	14
E-4	TERMINATION FOR DEFAULT	14-15

**PART I - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**E-1 CONSEQUENCES OF VENDOR'S FAILURE TO PERFORM REQUIRED SERVICES**

(a) The Vendor shall be held to the full performance of the contract. The DMH shall deduct from the Vendor's invoice or otherwise withhold payment for any non-conforming service as specified below.

A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Vendor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Vendor's invoice.

(c) The DMH shall give the Vendor 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 Vendor'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 Vendor 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 Vendor'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 Vendor is afforded an opportunity to re-perform and satisfactory completes the work;

May, at its option, afford the Vendor 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 Vendor 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 Vendor shall immediately proceed with the following obligations:

Stop work as specified in the notice.

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

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

Assign to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, all rights, titles, and interests of the Vendor 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.

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.

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.

Complete performance of the work not terminated.

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 Vendor, terminate this contract in whole or in part if the Vendor 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 Vendor 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 Vendor shall be liable to DMH for any excess costs for those supplies and services. However, the Vendor shall continue the work not terminated.
4. Except for default by Sub-Vendors at any tier, the Vendor 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 Vendor. 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 must be beyond the control and without the fault or negligence of the Vendor.
5. If the failure to perform is caused by the fault of a Sub-Vendor at any tier, and if the cause of the default is beyond the control of both the Vendor and the Sub-Vendor, and without the fault or negligence of either, the Vendor 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 Vendor to meet the required schedule.
6. If the contract is terminated for default, DMH may require the Vendor 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 Vendor 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 Vendor 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 Vendor 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 \*\*\*



PART I - THE SCHEDULE

SECTION F

DELIVERY and PERFORMANCE

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
F-1	PERIOD OF PERFORMANCE	17
F-2	OPTION PERIOD	17
F-3	UNUSUAL INCIDENT REPORT	17
F-3	DELIVERABLES	17

**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 date of award through September 30, 2009.

**F.2 OPTION PERIOD**

There are no option years to this contract.

**F.3 UNUSUAL INCIDENT REPORT**

F.3.1 The Vendor shall report to the Contracting Officer Technical Representative (COTR), as referred to in Section G.4, any unusual incidents.

F.3.2 The initial report of the unusual incident shall be a facsimile or telephone to the COTR immediately after the occurrence of the unusual incident. The date of time, place, person(s) involved and a brief description of the incident shall be included in the initial report to be followed by written documentation within 24 hours of the event to the COTR pursuant to CMHS Policy 5000.4801.D

F.3.3 The "unusual incident" is an event which affects staff (District Employees or Vendor's staff) or clients, which is significantly different from the regular Routine or established procedures. Examples include, but not limited to, death; injury; unexplained absence of a client from residence or program; physical sexual, or verbal abuse of a client by staff or other clients, staff negligence, fire, theft, destruction of property or sudden serious problems in the physical plant; complaints from families or visitors of clients; request for information from the press, attorneys, or Government Officials outside the Department of Mental Health; and client behavior requiring attention of staff not usually involved in their care.

**F.4 DELIVERABLES**

The Vendor shall provide the Services to the COTR for this procurement as outline in Section G.4.

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

**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
G-1	CONTRACT ADMINISTRATION	19
G-2	TYPE OF CONTRACT	19
G-3	MODIFICATION	20
G-4	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	20
G-5	SUBMISSION OF INVOICES	20
G-6	CERTIFICATION OF INVOICES	20
G-7	PAYMENTS	20
G-8	RESPONSIBILITY FOR AGENCY PROPERTY	22

## **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 – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office                      Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

##### **G-2 TYPE OF CONTRACT**

This Contract includes Labor Hours. The Vendor shall be remunerated at a fixed hourly rate indicated in Section B per hour, for each hour of service performed. In the event of termination under this contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, individuals under Labor Hour contracts working for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal services contract”. It is therefore, understood and agreed that the Vendor and/or the Vendor’s employees: (1) shall perform the services specified herein as independent Vendors, 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 Vendor 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.

### **G-4 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 Vendor, review the Vendor'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:

The Hospital's COTR for this contract shall be either of the following:

Timothy Coefield – Facilities Operation Specialist – 202-645-8560, or Gilbert Taylor – Director Facilities and Environment Department – 202-645-5425.

### **G-5 SUBMISSION OF INVOICE**

The Vendor shall submit an original and three copies of the invoice on a monthly basis to the Contracting Officer's Technical Representative (COTR). The invoices shall include the Vendor'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 Vendor, 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 must be resubmitted as indicated in this clause.

### **G-6 CERTIFICATION OF INVOICE**

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

### **G-7 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 Vendor for performing the services under this contract at the prices stated in Section B.

## **G-8 RESPONSIBILITY FOR AGENCY PROPERTY**

The Vendor 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 Vendor's custody during the performance of services under this contract, or while in the Vendor's custody for storage or repair, resulting from the negligent acts or omissions of the Vendor or any employee, agent, or representative of the Vendor or Sub-Vendors. The Vendor 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**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
H-1	VENDOR LICENSE CLEARANCES	23
H-2	PRIVACY AND CONFIDENTIALITY COMPLIANCE	24-27
H-3	COST OF OPERATION	28
H-4	LIQUIDATED DAMAGES	28

**PART I: THE SCHEDULE  
SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H-1 VENDOR LICENSE/CLEARANCES**

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

Loss of credentials or license is prima facie evidence of default on this contract and shall be grounds for immediate termination.

**H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

**H.2.1 Definitions**

"Business Associate" shall mean The Vendor.

"DMH" shall mean the District of Columbia, Department of Mental Health

"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.

"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.

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).

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.

"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.

"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.



"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 .

"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 Sub-Vendor, 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:

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;

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

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.**

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 subVendors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.

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 Vendor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

### **H.4 LIQUIDATED DAMAGES**

**H.4.1** When the Vendor fails to perform the tasks required under this Contract, DMH shall notify the Vendor 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 Vendor 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 \$100 per day against the Vendor until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.4.2 When the Vendor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Vendor to perform the required services, the Vendor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Vendor. Additionally, if the Vendor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Vendor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Vendor.

H.4.3 The Vendor 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 Vendor as defined in the default clause of this contract.

#### **H.5 PROTECTION OF PROPERTY**

The Vendor 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 Vendor and any of its Sub-Vendors 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 Vendor and any of its Sub-Vendors 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**

**TABLE OF CONTENTS**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
I (1 through12)	CONTRACT CLAUSES	29-32

## **PART II: CONTRACT CLAUSES**

### **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 This Section is Reserved for Future Use.

##### **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 Vendor, 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 Vendor, 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 Vendor 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 Vendor, require the Vendor 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 Vendor, 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 Vendor 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 Vendor, 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 Vendor 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 Vendor's cost properly allocable to, the performance of any part of this contract; and the Vendor 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 Vendor, prime Vendor employee, subVendor, or subVendor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

I-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 Vendor" as used in this clause, means a person who has entered into a prime contract with the District.

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

I-10.1.6 "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Vendor or Sub-Vendor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I-10.1.7 "Sub-Vendor," as used in this clause, means any person, other than the prime Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Vendor or a higher tier Sub-Vendor.

I-10.1.8 "Sub-Vendor employee," as used in this clause, means any officer, partner, employee, or agent of a Sub-Vendor.

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;

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 Vendor to the District or in the contract price charged by a Sub-Vendor to a prime Vendor or higher tier Sub-Vendor.

I-10.3 The Vendor 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 Vendor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Vendor 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 Vendor withhold from sums owed a subVendor 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 Vendor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

**I-11 ORDER OF PRECEDENCE**

Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007. A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth, in descending order of precedence, documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

1. Sections A through J of this Contract number RM-09-028-BY0-RKG.
2. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (J.1).
3. Tax Certification Affidavit (J.2).
4. Equal Employment Opportunity statement (J.3).

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

**PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST ATTACHMENTS**

REQUIRED COMPLIANCE DOCUMENT WEBSITES (Control plus click to follow internet link):

- J-1            STANDARD CONTRACT PROVISIONS  
Standard Contract Provisions (March 2007)\*
  
- J-2            TAX CERTIFICATION AFFIDAVIT  
Tax Certification/Affidavit\*
  
- J-3            EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT  
EEO Information and Mayor Order 85-85\*

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

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