

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

**INVITATION FOR BID (IFB) RM-10-IFB-021-BY0-THS
INSTALLATION OF THE NEW ALABAMA AVE. PUMP STATION
(NEW HOSPITAL)**

The Government of the District of Columbia Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) is seeking bids from vendors to install a New Pump Station that will be provided by the Department of Mental Health.

Opening Date: November 12, 2009

Closing Date: December 3, 2009

Closing Time: 12:00 PM EST

To obtain a copy of the Invitation for Bid please contact Tornia D. Harrison Samuels, Contract Specialist, at:

**D.C. Department of Mental Health | Contracts and Procurement
Administration**
64 New York Avenue NE - 4th Floor Washington DC 20002
Tel: 202.671-3180 | Fax: 202.671-3395
tornia.harrison-samuels@dc.gov

All responses to this request are due by December 3, 2009 12:00PM EST

MANDATORY WALK-THROUGH

All Prospective Bidders are required to participate in a scheduled mandatory walk through of facility in order to bid, accompanied by a representative of Gilbane Company and a representative of the DMH Contracts and Procurement Office at the date and time specified below. At this time prospective bidders shall have the opportunity to take measurements, pictures and view the work area where services shall be performed. Prospective Bidders must provide names of all employees attending walk through by November 19, 2009 to tornia.harrison-samuels@dc.gov.

Walk-through will take place:

Monday November 23, 2009 – 10:00 AM
1100 Alabama Avenue, SE – Gilbane Construction Trailer
Washington, DC 20010

| | |
|--|---|
| 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 55 |
| | 3. CONTRACT NUMBER: |
| | 4. SOLICITATION NUMBER: RM-10-IFB-021-BY0-THS |
| | 5. DATE ISSUED: |
| | 6. OPENING/CLOSING TIME: November 12, 2009/December 3, 2009 @ 12:00 PM EST. |

| | |
|---|--|
| 7. TYPE OF SOLICITATION: N/A <input checked="" type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP) | 8. DISCOUNT FOR PROMPT PAYMENT: |
|---|--|

NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

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

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OFFER (TO BE COMPLETED BY CONTRACTOR)

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

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

AWARD (To be completed by the DMH)

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

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

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) is issuing this Invitation for Bid (IFB) seeking bids from qualified bidders to install the New Pump Station as outlined in Section C of this solicitation. All Labor, equipment, tools, material and delivery charges shall be included in the Bid.

B.2 CONTRACT TYPE

B.2.1 This is a firm fixed price Contract as outlined in the Pricing Schedule in Section B of this Contract.

B.2.2 The District requires the Bidder to provide pricing for each Contract Line Item Number (CLIN) listed in the tables below.

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be from Date of Award through March 31, 2009.

B.4 PRICING SCHEDULE

B.4.1 The Contractor shall bid on all or none of the following Contract Line Items for complete installation of New Pump Station. (Section C.3).

NAME OF CONTRACTOR OR CONTRACTOR –

| Contract Line Item No. (CLIN) | Item Description | Quantity | Unit | Unit Price | Extended Price |
|-------------------------------|--|------------------------|------|------------|----------------|
| 0001 | Installation of the Two-Way Duct Bank from Telecom Manhole 6 to the New Hospital Fire Alarm Panel and all corresponding Telecommunications from the Pump Station to the Hospital | Please enter quantity: | LF | \$ _____ | \$ _____ |
| 0002 | Installation of the Electrical Conduit inside the RMB Building and including all connections and electrical feeders from the RMB Building to the Pump Station. This includes the duct bank connection from TMH-4 to EMH-4. | 1 | Each | \$ _____ | \$ _____ |
| 0003 | Installation and connections of the 4" Sanitary Line | 1 | Each | \$ _____ | \$ _____ |
| 0004 | Installation and connections of the 8" and 6" Water Lines | 1 | Each | \$ _____ | \$ _____ |
| 0005 | Unit Price: Installation of a Two-Way Ductbank | 1 | LF | \$ _____ | \$ _____ |
| 0006 | Installation of Concrete Foundation and Pad for the Alabama Ave. Pump Station | 1 | Each | \$ _____ | \$ _____ |
| Total | | | | | \$ _____ |

5.5 GRAND TOTAL

B.5.1 The Contractor shall bid on all or none of the CLINS in Section B.4.1 and provide the Grand Total of all CLINS below.

| Section | Extended Total |
|---------|----------------|
| B.4.1 | \$ _____ |

| | |
|---------------|----------|
| Grand Total | \$ _____ |
| (LSDBE) Total | \$ _____ |

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

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

PART I - THE SCHEDULE

SECTION C

BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS

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SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

- C.1.1 The Department of Mental Health provides comprehensive mental health services to adults, children, youths and their families. Inpatient services are provided at Saint Elizabeth's Hospital. Saint Elizabeths Hospital (SEH) was created in 1855 and serves as the District of Columbia's government-run psychiatric hospital.

In 2006 construction of a new modern psychiatric hospital began to replace an outdated inefficient hospital that no longer meets the needs of a modern mental health system. The 292 bed psychiatric hospital shall consist of 2 stories with attic mechanical levels, including a central mechanical plant, auditorium, gymnasium, and commercial kitchen, located on the east campus of SEH.

C.2 SCOPE OF SERVICES

- C.2.1 The Government of the District of Columbia Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) is seeking bids from qualified bidders to install a New Pump Station that will be provided by the Department of Mental Health.:

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

The Contractor shall perform all services Monday through Friday, 7:30AM EST – 4:00 PM EST. During these times DMH shall ensure that the locations are available for service and provide a Representative to receive all equipment appropriately. All Labor, equipment, tools, materials and delivery charges shall be included in the Bid.

C.3 GENERAL REQUIREMENTS / SPECIFICATIONS

- C.3.1 The Contractor shall purchase, deliver and install 1(one) two way duct bank from the New Hospital to Telecom Manhole-6 for communications and the power from the RMB Building to the Pump Station.
- C.3.2 The Contractor shall wire communications from Alabama Pump Station to New Hospital Fire Alarm in mechanical room 2T3.
- C.3.3 The Contractor shall purchase, deliver and install 2 (two) Feeder via existing duct bank from the new pump station on Alabama Ave. to electrical manhole 1 and telecom manhole 1.

- C.3.4** The Contractor shall pull the electrical feed via new conduit in the RMB Basement Electrical and Mechanical Rooms to the existing 6-way duct bank.
- C.3.5** The Contractor shall pull the electrical feeder through existing duct banks to Telecom Manhole 4.
- C.3.6** The Contractor shall purchase, deliver and install two-way duct bank to Electric Manhole 4 from Telecom Manhole 4.
- C.3.7** The Contractor shall route the new feeder from the RMB Building to the new Alabama Ave. Pump Station via Electric Manhole 1.
- C.3.8** The Contractor shall, but not limited to, all layout, underground investigation/existing utility location and marking, traffic control, public protection, road repair, grounds repair, electrical wire, wiring and electrical tie ins to existing switchgear in accordance with Saint Elizabeths New Hospital Campus Fire Protection Plan and Specifications dated July 9, 2009. (Documents will be provided at Walk-through.)
- C.3.9** The Contractor shall purchase, deliver and install complete communications duct bank from Telecom Manhole 6 to the New Hospital;
- C.3.10** The Contractor shall install conduit through Storage Room 148.03 to second floor Mechanical room 2M2 across room and into Telecom Room 2T3.
- C.3.11** The Contractor shall pull communication line from the Alabama Ave. Pump Station to the existing Fire Alarm Panel/System in the Telecom Room, including but not limited to, all control work, programming and testing.
- C.3.12** The Contractor shall coordinate provision of conduit, pull boxes and pull wire with General Contractor in accordance with Saint Elizabeths New Hospital Campus Fire Protection Plan and Specifications dated July 9, 2009. (Documents will be provided at Walk-through.)
- C.3.13** The Contractor shall purchase, deliver and install 8" water supply and the 6" discharge lines and associated valves to the Alabama Ave. Pump Station, and final destination.
- C.3.14** The Contractor shall purchase, deliver and install one 6" gate valve, 8" gate valve and a sanitary drain line to the existing system in accordance with Saint Elizabeths New Hospital Campus Fire Protection Plan and Specifications dated July 9, 2009. (Documents will be provided at Walk-through.)
- C.3.15** The Contractor shall provide bid for the entire purchase, delivery and installation of entire controls and telemetry package.
- C.3.16** The Contractor shall meet with Project Construction Management Team prior to purchase and installation to review final specifications. DMH must give final approval before purchase.

- C.3.17** The Contractor shall make no brand name or specification substitutions without approval from DMH.
- C.3.18** The Contractor shall make no changes to Contract specifications and drawings without approval from DMH.
- C.3.19** The Contractor shall remove and dispose of all trash and debris associated with the delivery and set-up of all equipment to an off-site location.
- C.3.20** The Contractor shall guarantee against defects in materials or construction, under normal use, for a period of one year from the date of startup.
- C.3.21** The Contractor shall complete all program and testing and provide DMH with test results.
- C.3.22** The Contractor must provide a copy of the Bill of Lading of all items being delivered at delivery time, all items listed in the Bill of Lading must match the item description stated in Contract.
- C.3.23** The Contractor must provide a signature line on the Bill of lading for DMH representative to sign at time of delivery.
- C.3.24** The Contractor shall deliver and install all equipment within 2 (two) months after Contract award.
- C.3.25** The Contractor is to install the concrete foundation and pad as recommended by the Pump manufacturer. The Contractor is to verify concrete strength through a certified testing agency.

C.4 WARRANTY AND MAINTENANCE REQUIREMENTS

- C.4.1** The Contractor shall provide DMH with all manufactures' warranties for all equipment in Section 3.1 prior or at time of delivery.
- C.4.2** Pursuant to 27 DCMR Section 4026.1 as it applies to DMH Contracts and Procurement, the Director/Agency Chief Contracting Officer (Director/ACCO) shall ensure that each warranty in a District Contract clearly delineates the rights and obligation of the Contractor and the District for defective items and services and fosters quality performance.

The Warranty shall provide the following:

- a) A Contractual right for the correction of defects, notwithstanding any other requirement of the Contract pertaining to acceptance of the supplies or service by the District; and
- b) A stated period of time or use, or the occurrence of a specified event, after acceptance by the District within which the District may assert a Contractual right for the correction of defects.

C.4.3 ONE-YEAR MANUFACTURERS WARRANTY

One-year parts and labor warranty, including telephone technical support for SEH facility personnel.

C.4.4 WARRANTY TERMS AND CONDITIONS

The Contractor's obligations under a warranty shall extend to all defects discovered during the warranty period, but shall not include any damage caused solely by the District.

A warranty shall provide, at a minimum that the District may obtain an equitable adjustment of the Contract or direct the Contractor to repair or replace the defective item at the Contractor's expense.

If it is not practical to require the Contractor to make a repair or provide a replacement, or, because of the nature of the item, the repair or replacement does not afford an appropriate remedy to the District, the warranty may provide an alternative, such as allowing the District to do either of the following:

- a) Retain the defective item and reduce the Contract price by an amount equitable under the circumstances; or
- b) Arrange for the repair or replacement of the defective item by the District, or by another source, at the Contractor's expense.

The Director/ACCO shall clearly specify the duration of the warranty after consideration of the following factors:

- a) The estimated useful life of the item;
- b) The nature of the item including storage or shelf-life; and
- c) Trade practice

The duration of the warranty shall not extend the Contractor's liability for patent defects beyond a reasonable time after acceptance by the District.

Each warranty shall specify a reasonable time for furnishing notice to the Contractor regarding the discovery of defects. The Director/Agency Chief Contracting Officer shall consider the following factors when establishing the notice period:

- a) Time necessary for the District to discover the defects;
- b) The time reasonably required for the District to take necessary administrative steps and make a timely report of discovery of the defects to the Contractor; and;
- c) The time required to discover and report defective replacements.

C.4.4 ONE-YEAR MANUFACTURERS WARRANTY

One-year parts and labor warranty, including telephone technical support for SEH facility personnel.

C.5 STORAGE

The Contractor shall store all equipment according to the manufacturer's recommendations prior to delivery.

C.6 SAINT ELIZABETHS HOSPITAL FACILITIES RESPONSIBILITY

- C.6.1 SEH shall ensure that the Contractor has complete and obstruction-free access to all work areas, and that the areas below and adjacent to the work areas are obstruction free.
- C.6.2 SEH shall make readily available all required electrical hookups in the specified areas.
- C.6.3 SEH shall ensure that access shall be made available to all electrical and plumbing closets associated with this equipment.
- C.6.4 SEH shall ensure that a member of the DCCSA Maintenance staff shall be readily available for assistance to the Contractor in the necessary operation of the buildings systems and work coordination should the need arise for the duration of these projects.

C.7 MANDATORY WALK-THROUGH

- C.7.1 All Prospective Bidders are required to participate in a scheduled mandatory walk through of facility in order to bid, accompanied by a representative of Gilbane Company and a representative of the DMH Contracts and Procurement Office at the date and time specified below. At this time prospective bidders shall have the opportunity to take measurements, pictures and view the work area where services shall be performed. Prospective Bidders must provide names of all employees attending walk through by November 19, 2009 to tornia.harrison-samuels@dc.gov .

Walk-through will take place:

Monday November 23, 2009 – 10:00 AM
1100 Alabama Avenue, SE – Gilbane Construction Trailer
Washington, DC 20010

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

SECTION D
PACKAGING AND MARKING
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SECTION D: SHIPPING INSTRUCTIONS:

- D.1 The Contractor shall deliver all materials in good condition in the manufacturer's original unopened containers that bear the name and brand of the manufacturer.

Unless otherwise specified in this Invitation for Bids (IFB), each case, crate, barrel, package, etc., delivered under this Contract must be plainly stencil marked or securely tagged, stating the Contractor's name, Contract number and delivery address as noted in the Contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and Contract number. Any failure to comply with these instructions shall place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time shall not be accepted unless specific arrangements have been previously made with the contact person identified in the Contract at the delivery point.

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SECTION E
DELIVERY, INSPECTION AND ACCEPTANCE
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SECTION E: DELIVERY, INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

E.1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

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

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

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarizes the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

E.2.4.1 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;

E.2.4.2 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/ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

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

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

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

E.3 QUALITY

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

E.4 INSPECTION OF SUPPLIES

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this Contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with Contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during Contract performance and for as long afterwards as the Contract requires.

The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in manners that shall not unduly delay the Contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this Contract.

(d) The District has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District shall perform inspections and tests in a manner that shall not unduly delay the work. The District assumes no Contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the Contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the Contract, the District shall bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in

case of rejection, the District shall not be liable for any reduction in the value of Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services. (f) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during Contract performance and for as long afterwards as the Contract requires.

(g) The District has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The District shall perform inspections and tests in a manner that shall not unduly delay the work.

(h) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(i) If any of the services do not conform to the Contract requirements, the District may require the Contractor to perform these services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and reduce the Contract price to reflect value of services performed.

(j) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to Contract requirements, the District may (1) by Contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the Contract for default.

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

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SECTION F: PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

F.1.1 The Period of Performance (POP) for this Contract shall be from Date of Award through March 31, 2009. Complete installation is required within 2 (two) months after Contract award for all equipment listed in Section C of this Contract.

F.2 DELIVERABLES

The Contractor shall coordinate all deliveries with DMH representative listed in Section G.5, the Contractor shall contact representative within 5 (five) days after Contract award, the Contractor and DMH must agree on delivery and installation dates and times within 10 (ten) days after Contract award, the Contractor shall deliver and install all equipment within 2 (two) months after Contract award:

F.2.1 SYSTEM TEST

| <u>Deliverable</u> | Method of Delivery | Due Date |
|--------------------------------|---|----------------------|
| System Test See Section C.3.24 | The Contractor shall provide DMH with test results of complete System Test. | At time of Delivery. |

F.2.1 BILL OF LADING

| <u>Deliverable</u> | Method of Delivery | Due Date |
|-----------------------------------|---|----------------------|
| Bill of Lading See Section C.3.25 | The Contractor shall provide DMH with a Bill of Lading. | At time of Delivery. |

F.2.2 MANUFACTURER'S WARRANTY

| <u>Deliverable</u> | Method of Delivery | Due Date |
|--|--|-------------------|
| Manufacturer's Warranty See Section C. 4 | The Contractor shall provide DMH with all manufacturers' warranties. | Prior to Delivery |

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Invitation for Bid (IFB) 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
Office - (202) 671-3188
Fax (202)671-3395
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

- G.2.1 This shall be a Fixed Price Contract with fixed unit prices. Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this IFB, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.
- G.2.2 This IFB shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this IFB; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

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

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

G.4.1 DMH's obligation for performance of this Invitation for Bid (IFB) 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 IFB beyond September 30, 2009, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

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

G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this IFB, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this IFB 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:

Richard Warsh shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Richard Warsh
Director of Facilities Planning
64 New York Avenue, NE 5th Floor
Washington, DC 20002
(202) 673-7050 (direct)
(202) 558-8769 (Cell)
Richard.warsh@dc.gov

G.6 SUBMISSION OF INVOICE

G.6.1 Contractor 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 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 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

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

G.8 PAYMENT

G.8.1 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 Contractor for performing the services under this IFB at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR LICENSE/CLEARANCES

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

- (a) "Business Associate" shall mean Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.

- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.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 DMH 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 IFB, 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 DMH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.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

- H.3.1 All costs of operation under this IFB shall be borne by the Bidder. 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 \$750.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.4.2 When Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, 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 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.

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

SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.2 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1 Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

- I.5.1 Vendors who include in their Bids data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

- I.5.2 Mark the title page with the following legend:

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

- I.5.3 If however, a Contract is awarded to this Vendor as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data

subject to this restriction are contained in sheets (insert numbers or other identification of sheets).”

I.5.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Bid.”

I.6 RIGHTS IN DATA

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it shall be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It shall, 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 shall be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

I.6.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.

I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.6.5 Any data derived from the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data

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

- I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.7 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 shall be transferred by the District;
- I.6.8 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.9 Copy computer programs for safekeeping (archives) or backup purposes; and,
- I.6.10 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.11 The restricted rights set forth in section I.6.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor shall not place any

legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.12 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Agency Chief Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.13 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.14 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated herewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.15 The Contractor shall indemnify and save and hold harmless the District, its Officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

- I.6.16 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.17 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work
- I.7 OTHER CONTRACTORS**
- I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.
- I.8 SUBCONTRACTS**
- I.8.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.
- I.9 RESERVED**
- I.10 INSURANCE**
- I.10.1 The Contractor shall obtain the minimum insurance coverage set forth below 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.10.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7 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.11 EQUAL EMPLOYMENT OPPORTUNITY

- I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Vendor who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- I.12.1 Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

I.13 ORDER OF PRECEDENCE

- I.13.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence priority the documents that are incorporated into this Contract by reference and made a part of the Contract:

1. Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
2. Contract Sections A through J of this Contract

3. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
4. Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008)
5. Invitation for Bid Submission Dated:

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.

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

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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| J.2 | SECTIONS A THROUGH J OF THIS CONTRACT NUMBER: |
| J.3 | STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACT, DATED MARCH 2007 http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open= 34644 |
| J.4 | WAGE DETERMINATION No. 2005-2103 (REVISIONS NO. 6, MAY 29, 2008) * |
| J.5 | TAX CERTIFICATION AFFIDAVIT http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_affidavit.pdf&open= 34644 |
| J.6 | INVITATION FOR BID SUBMISSION DATED: |

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.

***DOCUMENTS ATTACHED SEPARATELY**

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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF VENDORS

K.1 AUTHORIZED NEGOTIATORS

The Vendor represents that the following persons are authorized to negotiate on its behalf with the District in connection with the Invitation for Bids. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Vendor, by checking the applicable box, represents that It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations,

Chapter 11, and agree to comply with them in performance of this Contract.

Vendor _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Vendor shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any
- 2) consultation, communication, or agreement with any Vendor or competitor relating to:
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;

- 3) The Prices in this Contract have not been and shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

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

- 1) Is the person in the Vendor'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

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 Vendor's organization);

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

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

K.7

TAX CERTIFICATION

K.7.1

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

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single Contract resulting from this Invitation for Bid (IFB) to the responsive and responsible Vendor whose offer conforming to the IFB shall be most advantageous and in the best interest to the District, cost or price, technical and other factors, specified elsewhere in this IFB considered.

L.1.2 Initial Offers

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

L.2 BID FORM, ORGANIZATION AND CONTENT

L.2.1 All applicable documents are to be signed in blue ink. Each Bid if mailed or hand delivered shall be submitted in a sealed envelope conspicuously marked "Invitation for Bid No. **RM-10-IFB-021-BY0-THS**", title and name of Vendor.

L.2.2 Descriptive Literature

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

L.3 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

L.3.1 Bid Submission

Bid shall be submitted No Later than December 3, 2009 12:00 P.M. EST to the following address AND CLEARLY MARKED THAT IT IS A BID WITH THE SOLICITATION NUMBER: RM-10-IFB-021-BY0-THS:

**Department of Mental Health
Attn: Samuel F. Feinberg
Contracts and Procurement Administration
64 New York Avenue, N.E. 4th Floor
Washington, DC 20002**

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

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

L.3.2 Withdrawal or Modification of Bids

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Bids

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

L.4 **CONTRACTOR'S QUESTIONS**

L.4.1 If a prospective Vendor has any questions relative to this IFB, the prospective Vendor shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Vendor shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this IFB. The District shall not consider any questions received less than 7 calendar days before the date set for submission of Bid. The District shall furnish responses promptly to all other prospective Vendors. An amendment to the IFB shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Vendors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.5 **FAILURE TO SUBMIT OFFERS**

L.5.1 Recipients of this IFB not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a Bid in response to this IFB.. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement/ Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.6 **RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Vendors who include in their Bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.6.2 If, however, a Contract is awarded to this Vendor as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in this bid if it is obtained from another source. The data subject to the restriction are contained in sheets (**inset page numbers or other identification of sheets**”).

L.6.3 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on the sheet is subject to the restriction on the title page of this bid.”

L.7 BID PROTESTS

L.7.1 Any actual or prospective Vendor or Contractor who is aggrieved in connection with the IFB or award of a Contract, must 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 IFB which are apparent prior to the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial IFB, but which are subsequently incorporated into this IFB, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the IFB.

L.8 SIGNING OF OFFERS

L.8.1 The Contractor shall sign the offer and print or type its name on the IFB, Offer and Award form of this IFB. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE BIDS

L.9.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this IFB are not desired and shall be construed as an indication of the Vendor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF BIDS

L.10.1 All Bid documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Vendor.

L.11 BID COSTS

L.11.1 The District is not liable for any costs incurred by the Vendor in submitting a Bid in response to this IFB.

L.12 **ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

L.12.1 In addition to other bid submission requirements, the Vendor shall submit an electronic copy of its Bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 **CERTIFICATES OF INSURANCE**

L.13.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
E-Mail: samuel.feinberg@dc.gov

L.14 **ACKNOWLEDGMENT OF AMENDMENTS**

L.14.1 The Vendor shall acknowledge receipt of any amendment to this IFB 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 IFB; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Vendor's failure to acknowledge an amendment shall result in rejection of the offer.

L.15 **ACCEPTANCE PERIOD**

L.15.1 The Vendor agrees that its offer remains valid for a period of 120 days from the IFB's closing date.

L.16 **LEGAL STATUS OF VENDOR**

L.16.1 Each Bid must provide the following information:

L.16.2 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Vendor;

L.16.3 A copy of each District of Columbia license, registration or certification that the Vendor is required by law to obtain. This mandate also requires the Vendor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Vendor is required by law to make such certification. If the Vendor 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 Vendor shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.16.4 If the Vendor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

L.17.1 Vendors shall thoroughly familiarize themselves with the terms and conditions of this IFB, acquainting themselves with all available information regarding difficulties that shall be encountered, and the conditions under which work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

L.18.1 The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.18.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.18.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.18.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

- L.18.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

- L.18.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

- L.18.9 If the prospective Contractor fails to supply the information requested, the Director, Contracts and Procurement/Agency Chief Contracting Officer 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 Contracting Officer shall determine the prospective Contractor to be non-responsible.

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

SECTION M

CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

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M.1 EVALUATION FOR AWARD

M.1.1 Following receipt and evaluation of the Bids, a Contract shall be awarded to the lowest priced bidder whose Bid conforms with all requirements of the invitation, determined to be responsive and responsible by the Contracting Officer and shall be advantageous to the District in terms of price and price related factors.

M.2 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

M.2.1 A. Preference for Local Business, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.

1. 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 LLBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bid (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 Invitation for Bid (IFB).

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 bids submitted by the RBO in response to an IFB.

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 bids submitted by such businesses in response to an IFB.

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, ROBO or business located in an enterprise zone.
2. If the prime Contractor is a joint venture that is not certified LBE, certified DBE or certified RBO joint venture, or if the prime Contractor is a joint venture that includes a business in the 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 proportionately in the bid 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 IFB, the calculation of the percentage points to be added during evaluation would be according to the following formula:

Amount of Sub-Contract

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

(*)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 bids submitted in response to an IFB. 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 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. Preference for Open Market Solicitations 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 proportional preference if the prime Contractor sub-contracts 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 bids submitted in response to an IFB.

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 Contractor's, sub-contractor, or joint venture partner's certification or self certification as a LBE, DBE or RBO to include:

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

1.

(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 LBE's before qualifying for self-certification.

2. Evidence that Contractor or any sub-contractor is located in an enterprise zone.

In order for a 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 bid.

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, NW, 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, 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, goods and supplies with its own organization resources, and if it sub-contracts 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*****