



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

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
INVITATION FOR BID
ISLAMIC CHAPLAIN
RM-10-IFB-042-BY4-SEH-OF**

The Government of the District of Columbia, Department of Mental Health Office of Contracting and Procurement, on behalf of the Saint Elizabeths Hospital Campus, Chaplain Services is seeking an Islamic Chaplain to provide chaplain services to meet the needs of Hospital patients

Opening Date: Wednesday, December 16, 2009

Closing Date: Friday, January 15, 2010

Closing Time: 2:00 PM EST.

Please contact Contracts Specialist O'Linda Fuller, *MBA* @ 202 671-3179 or
Address: 64 New York Avenue NE, 4th Floor Washington, D.C. 20002,
E-MAIL: Olinda.fuller@dc.gov to obtain a copy of the IFB. *All submissions in response to this request are due by Friday, January 15, 2010 by 2:00 PM.*

| | |
|---|---|
| 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 43 |
| | 3. CONTRACT NUMBER: |
| | 4. SOLICITATION NUMBER: RM-10-IFB- 042-BY4-SEH-OF |
| | 5. DATE ISSUED: |
| | 6. OPENING/CLOSING TIME: December 16, 2009 through January 15, 2010 |
| | 7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (IFB) |
| NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER" | |

| | | | |
|-----------------------------|--|--------------------------|---------------------------|
| 10. INFORMATION CALL | NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer | TELEPHONE NUMBER: | B. E-MAIL ADDRESS: |
|-----------------------------|--|--------------------------|---------------------------|

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

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

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

AWARD (To be completed by the CFSA)

| | | |
|---|---|------------------------|
| 16. ACCEPTED AS TO THE FOLLOWING ITEMS: | 17. AWARD AMOUNT | |
| 18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) | 19. CONTRACTING OFFICER SIGNATURE: | 20. AWARD DATE: |
| IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE | | |

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Department of Mental Health Office of Contracting and Procurement, on behalf of the Saint Elizabeths Hospital Campus, Chaplain Services is seeking an Islamic Chaplain to provide chaplain services to meet the needs of Hospital patients. The District contemplates awarding a Labor Hour Contract.

B.2 CONTRACT TYPE

The DMH is contemplating executing a Labor Hour Contract for a Base Year (Date of Award) with Four One Year Option Periods.

B.3 ORDERING PROCEDURES

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule C as agreed upon in the Contract. There is no limit on the number of orders that may be issued, The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of performance of this Contract and not completed within that period of performance shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the some extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this Contract after the Contract expiration date.

B.4 SCHEDULE B PRICING

The District of Columbia, Department of Mental Health (DMH), Mental Health Authority (MHA), and Saint Elizabeths Hospital Campus, Chaplain Services is seeking a Islamic Chaplain to provide chaplain services to meet the needs of Hospital patients.

SCHEDULE B – PRICING SCHEDULE

B.1 BASE YEAR

| CONTRACT LINE ITEM NO.: (CLIN) | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--------------------------------|--|----------|-----------|------------|-------------|
| 0001 | Islamic Chaplain at a minimum, 3 hours per visit, and not to exceed 55 visits annually | 55 | per visit | \$ | \$ |
| GRAND TOTAL | | | | | \$ |

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Principal

_____ _____
 Title Date

B.2 OPTION YEAR ONE

| CONTRACT LINE ITEM NO.: (CLIN) | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--------------------------------|--|----------|-----------|------------|-------------|
| 0001 | Islamic Chaplain at a minimum, 3 hours per visit, and not to exceed 55 visits annually | 55 | per visit | \$ | \$ |
| GRAND TOTAL | | | | | \$ |

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Principal

_____ _____
 Title Date

**Solicitation Number RM-10-IFB-042-BY4-SEH-OF
Islamic Chaplain**

B.3 OPTION YEAR TWO

| CONTRACT LINE ITEM NO.: (CLIN) | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--------------------------------------|---|----------|-----------|------------|-------------|
| 0001 | Islamic Chaplain at a minimum, 3 hours per visit, and not to exceed 55 visits annually | 55 | per visit | \$ | \$ |
| GRAND TOTAL | | | | | \$ |

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title Date

B.4 OPTION YEAR THREE

| CONTRACT LINE ITEM NO.: (CLIN) | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|--------------------------------------|---|----------|-----------|------------|-------------|
| 0001 | Islamic Chaplain at a minimum, 3 hours per visit, and not to exceed 55 visits annually | 55 | per visit | \$ | \$ |
| GRAND TOTAL | | | | | \$ |

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title Date

**Solicitation Number RM-10-IFB-042-BY4-SEH-OF
Islamic Chaplain**

B.5 OPTION YEAR FOUR

| CONTRACT LINE ITEM NO. (CLIN) | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-------------------------------------|---|----------|-----------|------------|-------------|
| 0001 | Islamic Chaplain at a minimum, 3 hours per visit, and not to exceed 55 visits annually | 55 | per visit | \$ | \$ |
| GRAND TOTAL | | | | | \$ |

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 STATEMENT OF WORK

The Department of Mental Health, Saint Elizabeths Hospital, is in need of a Chaplain to perform weekly pastoral and liturgical services for individuals in care. The Chaplain needed shall represent the Islamic religions.

C.2 BACKGROUND

The Saint Elizabeths Hospital serves as the District of Columbia's only government-owned and operated psychiatric facility. The Hospital has two separate divisions, Civil and Forensic, and there are currently 332 individuals in care. In Spring 2010, the Hospital will relocate to its new facility located across the East Campus at 1100 Alabama Avenue, SE, Washington, D.C. 20032.

C.3 REQUIREMENTS

Saint Elizabeths Hospital is in need of one Chaplain to perform weekly pastoral and liturgical and services for individuals in care.

C.3.1 Contractor shall provide Islamic Chaplain Services under the direction of Chaplain Services of Saint Elizabeths Hospital. These services shall consist of weekly sessions of Muslim study/ prayer, visits to individuals in care, periodic staff consultation/education events and additional visits for special Feasts and Holy days. Services to be provided shall require, at a minimum, 3 hours per visit, and not to exceed 55 visits annually.

C.4 CONTRACTOR QUALIFICATIONS

The contractors shall meet the following minimum requirements:

- 1) Have graduate level education in Religion or related field;
- 2) Ordained as an Imam in the Islamic faith and/or one unit Clinical Pastoral Education and faith group endorsement;
- 3) Experience providing pastoral services to a congregation in excess of 100; and
- 4) Experience providing pastoral services to an institutional facility.

END OF SECTION C

SECTION D: PACKAGING AND MARKING

N/A

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

SECTION E: INSPECTION AND ACCEPTANCE

N/A

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

SECTION F
DELIVERY and PERFORMANCE
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SECTION F

DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates awarding this Firm-Fixed Price Contract.

F.2 PERIOD OF PERFORMANCE/TERM OF CONTRACT

The Period of Performance (POP) of this Contract shall be for One (1) Year from Date of Award specified in Section B of the Contract with Four One Year Option Periods.

F.3 RESERVED

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.4.1 The District may extend the POP of this Contract for a period of one (1), One Year Option Period, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

F.4.2 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.4.3 The price for the Option Period shall be as specified in the Contract.

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

This shall be a Fixed Price Contract. Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.

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

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

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

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

DMH's obligation for performance of this Solicitation beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Solicitation beyond September 30, 2010, 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

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

- G.5.1 Anthea Seymour shall serve as the Contracting Officer's Technical Representative (COTR) for this contract.

Anthea Seymour
Chief Operation Officer
Saint Elizabeths Hospital
1100 Alabama Avenue S.E.
Washington, DC 20032
Direct: (202) 645-0718
Email: Anthea.seymour@dc.gov

- G.5.2 COTR shall provide oversight and all relevant necessary information concerning the Office positions, policies and procedures, along with being in full compliance with the COTR Appointment Memorandum issued by the Director, Contracts and Procurement/Agency Chief Contracting Officer.

- G.5.3 COTR shall provide the final review of all work products.

G.6 SUBMISSION OF INVOICE

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

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

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 Solicitation at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, 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 \$250.00 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.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.2.1 DEFINITIONS

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.

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

H.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 Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.2.4 OBLIGATIONS OF DMH

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

H.2.5 PERMISSIBLE REQUESTS BY DMH:

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

H.2.6 TERM AND TERMINATION

- (a) **TERM:** The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **TERMINATION FOR CAUSE:** Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
- (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.

(c) EFFECT OF TERMINATION:

- (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subContractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of Protected information is infeasible; the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.2.7 MISCELLANEOUS

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for 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 Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.4 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.

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

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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SECTION I

CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

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

I.3 RESERVED.

I.4 TIME

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

I.6 SUSPENSION OF WORK

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

I.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

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

I.7 STOP WORK ORDER

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

I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-3).

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

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

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

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

I.8 RESERVED

I.9 RESERVED

I.10 ANTI-KICKBACK PROCEDURES

I.10.1 DEFINITIONS:

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

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

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

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

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

I.10.1.6 **“SubContract,”** as used in this clause, means a Contract or Contractual action entered into by a prime Contractor or subContractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.

I.10.1.7 **“SubContractor,”** as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subContract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subContractor.

- I.10.1.8 **“SubContractor employee,”** as used in this clause, means any officer, partner, employee, or agent of a subContractor.
- I.10.2** The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.10.2.1 Providing or attempting to provide or offering to provide any kickback;
- I.10.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I.10.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subContractor to a prime Contractor or higher tier subContractor.
- I.10.3** Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
- I.10.4** When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.10.5** The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a subContractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.
- I.11** **INSURANCE**
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.11.1 **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.11.2 **PROPERTY DAMAGE:** Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

- I.11.3 **WORKERS' COMPENSATION:** 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.11.4 **EMPLOYER'S LIABILITY:** Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.5 **AUTOMOBILE LIABILITY:** 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.11.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.
- I.12 ORDER OF PRECEDENCE**
- A conflict in language shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Contract by reference and made a part of the Contract:
- I.12.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.12.2 Sections A through J of this Contract.
- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.12.4 Wage Determination No. 2005-2103 (Revision No.8, May 26, 2009).
- I.12.5 RESERVED
- I.12.6 Invitation for Bid submission date.

**Solicitation Number RM-10-IFB-042-BY4-SEH-OF
Islamic Chaplain**

I.12.7 Solicitation/Invitation to Bid Number.

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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| J.1 | Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (NHJ) (Dixon Consent Order). |
| J.2 | Sections A through J of this Contract Number: RM-10-IFB-042-BY4-OF |
| <u>WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:</u> | |
| J.3 | STANDARD CONTRACT PROVISIONS (MARCH 2007) http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_Contract_provisions_0307.pdf&open= 34644 |
| J.4 | TAX CERTIFICATION AFFIDAVIT http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_of_fidavit.pdf&open= 34644 |
| J.5 | FIRST SOURCE EMPLOYMENT AGREEMENT http://www.dconvention.com/pdfs/First_Source_Employment.PDF |
| J.6 | EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eo_compliance.pdf&open= 34644 |
| J.7 | WAGE DETERMINATION <u>Wage Determination - May 29, 2008.PDF (568KB)</u> |
| J.8 | RESERVED. |
| J.9 | Invitation to Bid submission date (MAY 2009). |
| J.10 | Solicitation/Invitation to Bid Number RM-10-IFB-042-BY4-OF |

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

*** END OF SECTION J ***

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
CONTRACTOR

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SECTION K

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

K.1 TAX CERTIFICATION

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J.3.

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Bidder, by checking the applicable box, represents that

(a) It operates as:

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

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

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

K.3 EMPLOYMENT AGREEMENT

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

sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

Name _____ Title _____

Signature _____ Date _____

K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts”, dated June 10, 1985 and the Office of Local Business Development regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder 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 Local Business Development regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.5 WALSH-HEALY ACT

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

All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

K.6 BUY AMERICAN CERTIFICATION

The Bidder 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.7 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror 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 consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror'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.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

SECTION L

INSTRUCTIONS CONDITIONS AND NOTICES TO CONTRACTORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Contract Type

The District Government contemplates multiple awards to this Firm Fixed Price Contract.

L.1.2 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.3 The District intends, but is not obligated, to award multiple Contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and three (3) copies. Bids shall be typewritten in 12 point font size on 8.5" by 11" bond paper. The District shall not accept a facsimile of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal Contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (insert solicitation number, title, name of bidder and bid opening date.)"**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. **Bidders shall make no changes to the requirements set forth in the solicitation.**

L.3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on Friday, January 15, 2010.

L.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may 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 exact time set for opening of bids.

L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 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:

(5th) The bid or modification was sent by registered or certified mail no later than the fifth calendar day before the date specified for receipt of bids;

The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.5.2 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 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 bidder can furnish evidence from the postal authorities of timely mailing.

L.5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.5.4 Late Modifications

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

L.5.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with

unsuccessful bids resulting from this solicitation.

L.6 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, NE, 4th Floor
Washington, D. C. 20002

L.7 ERRORS IN BIDS

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

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than five (5) calendar days before the date set for submission of bid. The District shall furnish responses promptly to all other prospective bidders. An amendment to the solicitation shall be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, (insert agency name, address and telephone number), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, (insert agency name) of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Agency Chief Contracting Officer, (insert agency name) that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 BID PROTESTS

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

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign Contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.11.2 All correspondence concerning the bid or resulting Contract shall be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

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

L.13 ACCEPTANCE PERIOD

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.14.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

L.14.2 District of Columbia, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.14.3 If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.14.4 The District reserves the right to request additional information regarding the Bidder's organizational status.

L.15 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.15.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.15.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.15.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.15.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.15.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

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L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.15.7 If the prospective Contractor fails to supply the information requested, the 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*****