

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

**REQUEST FOR QUOTATION
RM-10-RFQ-019-BY0-TLW for Furniture Purchases**

The Government of the District of Columbia, Department of Mental Health, Contracts and Procurement Administration is seeking a vendor from which to purchase office furniture. Services to include delivery and installation services.

Opening Date: Thursday, November 5, 2009
Closing Date: Friday, November 13, 2009
Closing Time: 12:00 PM EST

To obtain a copy of the Request for Quotation please contact Tira Williams, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Administration
64 New York Avenue NE - 4th Floor Washington DC 20002
Tel: 202.671-3184 | Fax: 202.671-3395
tira.williams@dc.gov

Please return the completed Quote Sheet (Schedule B Pricing Sheet) to Ms. Tira Williams via e-mail tira.williams@dc.gov or by facsimile at (202) 671-3395.

Any and all questions pertaining to this solicitation must be submitted in writing to:

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

FURNITURE PURCHASE M-10-RFQ-019-BY0-TLW

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 51 3. CONTRACT NUMBER: RM-10-RFQ-019-BY0-TLW 4. SOLICITATION NUMBER: N/A 5. DATE ISSUED: N/A 6. OPENING/CLOSING TIME: November 3, 2009 @ 12:00PM/November 10, 2009 2:00PM	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> SINGLE AVAILABLE SOURCE <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 Administration 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:	
AREA CODE:	NUMBER:	EXT:	15B. OFFER DATE:	

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 Administration 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

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B.1 SUPPLIES AND SERVICES

The Contractor shall supply, deliver and install furniture for the District of Columbia, Department of Mental Health (DMH) Mental Health Services Division Pharmacy located at 35 K St., NE Washington, DC 20003.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract with payments based on fixed unit rates as outlined in the Pricing Schedule in Section B of this Contract.

B.3 PERIOD OF PERFORMANCE

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

B.4 SCHEDULE B PRICING SHEET

B.4 PRICING SCHEDULE

SOLICITATION # RM-10-RFQ-019-BY0-TLW

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit -	Unit Price	Extended Price
0001	SAFCO #1929 –Heavy-duty steel frame adjustable Stand Up Workstation in black and grey with two ¾” shelves; 29 ½”W x 22” D X35” – 49” H	3	Each		
0002	SAFCO # 3406BL – black vinyl Precision, extended height Chair 26”W x 24”D x 33:H with five dual wheel casters and foot ring	10	Each		
0003	HON #626NQ – 36”W x 13 ¾” D x 75 7/8” H six (6) shelf letter size Open file cabinet, letter size in grey	10	Each		
0004	Installation Charges		Each		
0005	Delivery Charges				
Extended Total					

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

*** END OF SECTION B ***

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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 Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was created in 1855 and serves as the District of Columbia's government-run psychiatric hospital.

C.2 STATEMENT OF WORK

C.2.1 The Department of Mental Health (DMH) is seeking a Contractor to supply, deliver and assemble three (3) stand up work stations, ten (10) swivel chairs with foot rests and ten (10) open file shelves for the Pharmacy located at 35 K St., NE, Rooms 106 - 109 Washington, DC 20003. Contractor shall deliver all furniture between 9:00AM and 5:00PM Monday through Friday, supply all wall and floor coverings that may be needed to protect the walls and floor of the facility. Upon completion of this project, Contractor shall clean up and remove all debris and packing materials resulting from this project, leaving the facility in the same condition in which it was found upon their arrival. All debris and trash shall be disposed of **AWAY** from the DMH facility.

C.3 APPLICABLE DOCUMENTS

N/A

C.4 DEFINITIONS

N/A

C.5 GENERAL REQUIREMENTS/SPECIFICATIONS

C.5.1 The Contractor shall supply all required furniture pieces new and in the manufacturers' boxes.

C.5.2 The Contractor shall assemble, as needed, all furniture pieces and position in locations as directed by COTR, Ms. Deborah Hobbs or the pharmacy staff.

C.5.3 Vendor shall secure any furniture pieces to wall and/or floor as needed.

C.5.4 Contractor shall perform all services during the standard work week of Monday through Friday between the hours of 9:00AM to 5:00PM with special consideration of the DMH Consumers, the sensitive environment in which they shall be working and the necessity to work as disruptively as possible.

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C.5.5 Upon completion of the furniture assembly and installation, the Contractor shall meet with Ms. Deborah Hobbs, Project Manager, to inspect and approve the condition, assembly and installation of the furniture pieces before signing approval of completion and authorizing payment..

C.5.4 Upon approved completion of this project, the Contractor's shall remove and dispose of all trash packing materials and debris resulting from the delivery, assembly and installation of the furniture pieces.

C.6 **SPECIFIC REQUIREMENTS/QUALIFICATIONS**

N/A

C.7 **PERFORMANCE STANDARDS**

N/A

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, **Attachment J.3**.

D.2 POSTAGE AND MAILING FEES

D.2.1 Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

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

SECTION E
INSPECTION AND ACCEPTANCE
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SECTION E: INSPECTION AND ACCEPTANCE

E.1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

- E.1.1** 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.1.2** 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.1.3** 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.1.4** Therefore, in the case of non-performed work, the District:
- E.1.4.1** 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.1.4.2** 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.1.4.3** May, at its option, perform the services by District personnel or other means.
- E.1.5** In the case of unsatisfactory work, the District:
- E.1.5.1** 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.1.5.2** 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.2 TERMINATION FOR CONVENIENCE

1. The DMH may terminate performance of work under this Contract for the convenience of the Government, in whole or, from time to time, in part, if the Director, Contracts and Procurement Administration/Agency Chief Contracting Officer determine that a termination is in the Government's best interest.

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The Director, Contracts and Procurement Administration/Agency Chief Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination and, except as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall immediately proceed with the following obligations:

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

E.3 TERMINATION FOR DEFAULT

1. DMH may, subject to the conditions stated below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- (a) Perform the services within the time specified in this Contract or any extension; or

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

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8. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of DMH.
9. The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under this agreement.

E.4 **SUSPENSION OF WORK**

E.4.1 The Director, Contracts and Procurement Administration Administration/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 Administration Administration/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 Administration Administration/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement Administration Administration/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.

E.4.2 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.

E.4.3 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 Administration Administration/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.

E.5 **STOP WORK ORDER**

E.5.1 The Director, Contracts and Procurement Administration Administration/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.

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- E.5.1 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 Administration Administration/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).
- E.5.3 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 Administration/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.
- E.5.4 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 Administration Administration/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement Administration Administration/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- E.5.6 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 Administration Administration/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- E.5.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement Administration Administration/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

E.6 INSPECTION

The inspection and acceptance requirements for the resultant Contract shall be governed by Clause Number Six (6), Inspection of Supplies and Clause Number Seven (7), Inspection Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contract dated March, 2007, Attachment 1.

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SECTION F

PERFORMANCE AND DELIVERABLES

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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 One (1) Year from Date of Award.

F.2 DELIVERY OF DELIVERABLES

The Contractor shall make all requested data available to DMH via paper or electronically.

***** 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 Contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration Administration
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 Firm Fixed Price Contract with fixed unit prices. The Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all supplies and services accepted .

G.2.2 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 Administration/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, the Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

G.3.1 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 Administration Administration/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 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 Administration Administration/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 Administration Administration/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 Administration/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:

Ms. Deborah A. Hobbs shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Ms. Deborah Hobbs
Director of Operations
64 New York Ave, NE Suite 4000
Washington, DC 20002
Office: (202) 329-1129
E-mail: deborah.hobbs@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 Solicitation 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 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 Sub-Contractor. 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 Administration /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 Administration Administration/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.2 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.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 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).

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- (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.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a Sub-Contractor, 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 Administration Administration/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.

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- (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 Administration/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 Administration/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 Administration/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.3.3 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 Solicitation, 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).

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- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

H.3.4 Obligations of 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.3.5 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.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award and shall terminate when all of the protected information provided by 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
- (2) information that is in the possession of SUB-CONTRACTORS or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
- (3) 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 Administration/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.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.4 COST OF OPERATION

All costs of operation under this Solicitation shall be borne by Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

- H.4.1 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

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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

I.1 GOVERNING LAW

I.1.1 This Contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

I.2.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link and then the link to "Standard Contract Provisions-Supply and Services Contracts."

I.3 This Section is **RESERVED** for Future Use.

I.4 TIME

I.4.1 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.5 This Section is **RESERVED** for Future Use

I.6 This Section is **RESERVED** for Future Use

I.7 ANTI-KICKBACK PROCEDURES

I.7.1 Definitions:

I.7.1.1 "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, Sub-Contractor, or Sub-Contractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a Sub-Contract relating to a prime Contract.

I.7.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.7.1.3 "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.

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- I.7.1.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime Contract with the District.
- I.7.1.5 “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- I.7.1.6 “Sub-Contract,” as used in this clause, means a Contract or Contractual action entered into by a prime Contractor or Sub-Contractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.
- I.7.1.7 “Sub-Contractor,” 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 Sub Contract 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 Sub-Contractor
- I.7.1.8 “Sub-Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a Sub-Contractor.
- I.7.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
 - I.7.2.1 Providing or attempting to provide or offering to provide any kickback;
 - I.7.2.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.7.2.3 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 Sub-Contractor to a prime Contractor or higher tier Sub-Contractor.
 - I.7.2.4 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.
 - I.7.2.5 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 Administration/Agency Chief Contracting Officer.
 - I.7.2.6 The Director, Contracts and Procurement Administration/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 Sub-Contractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement Administration/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 Administration/Agency Chief Contracting Officer when the monies are withheld.

I.8 INSURANCE

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.8.1 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.8.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

I.8.3 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.8.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.8.5 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.8.6 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.9 CONFIDENTIALITY OF INFORMATION

I.9.1 All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.10 RIGHTS IN DATA

I.10.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The

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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.10.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.10.6.2 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.10.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and 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.10.7 The restricted rights set forth in Section I.5.6 are of no effect unless 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 may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.10.8 In addition to the rights granted in Section I.5.6 above, 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.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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I.10.9 Whenever any data, including computer software, are to be obtained from a SUB-

CONTRACTOR under this Contract, the Contractor shall use this clause, I.5, Rights in Data, in the Sub Contract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that SUB-CONTRACTOR data or computer software which is required for the District.

I.10.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 a 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 therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.10.11 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.10.12 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.10.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 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.11 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 priority the documents comprising this Contract:

I.11.1 Consent Order dated December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).

I.11.2 Sections A through J of this Contract.

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- I.11.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007.
- I.11.4 Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008)
- I.1.1.5 Request for Quotation dated November 3, 2009

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

PART III: SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

WEBSITE ADDRESSES FOR COMPLIANCE DOCUMENTS

- J.1 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.2 TAX CERTIFICATION AFFIDAVIT - Attached**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/tax_certification_af_fidavit.pdf&open=|34644|
- J.3 FIRST SOURCE EMPLOYMENT AGREEMENT**
http://www.dcconvention.com/pdfs/First_Source_Employment.PDF
- J.4 EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&open=|34644|
- J.5 WAGE DETERMINATION**
[Wage Determination - May 29, 2008.PDF \(568KB\)](http://www.dcconvention.com/pdfs/Wage_Determination_-_May_29,_2008.PDF)
- J.6 DEPARTMENT OF JUSTICE SETTLEMENT AGREEMENT**
<http://www.dcwatch.com/issues/health070510.htm>

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

PART - I

THE SCHEDULE

SECTION K

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

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TAX CERTIFICATION

Each Prospective Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.4.

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in _____

(Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Prospective Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this

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(1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Offeror also agrees to notify all perspective subOfferors, prior to execution of any Contractual agreements, that the subOfferors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

Name _____ Title _____

Signature _____ Date _____

K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

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

Prospective Offeror _____ Date _____

Name _____

Title _____

Signature _____

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

K.6 WALSH-HEALY ACT

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

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

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

(c) Regular Dealer

_____ The Prospective Offeror is a Regular Dealer.

_____ The Prospective Offeror is not a Regular Dealer.

(d) Manufacturer

_____ The Prospective Offeror is a Manufacturer.

_____ The Prospective Offeror is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Offeror shall check one of the following:

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

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

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Prospective Offeror is considered to be a certification by the signatory that:
- (b) 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:
 - 1. those prices
 - 2. the intention to submit a Contract, or
 - 3. the methods or factors used to calculate the prices in the Contract;
- (c) The prices in this Contract have not been and shall not be knowingly disclosed by the Prospective Offeror, directly or indirectly, to any other Prospective Offeror or competitor before Contract opening unless otherwise required by law; and
- (d) No attempt has been made or shall be made by the Prospective Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (e) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - a. Is the person in the Prospective 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

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2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.10 ACKNOWLEDGMENT OF AMENDMENTS

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

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

***** 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 Request for Quotes (RFQ) to the responsive and responsible Vendor whose offer conforming to the RFQ shall be most advantageous and in the best interest to the District, cost or price, technical and other factors, specified elsewhere in this RFQ

L.1.2 Initial Offers

The District shall award a Contract 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 QUOTE FORM, ORGANIZATION AND CONTENT

L.2.1 All applicable documents are to be signed in blue ink. Each Quote (if mailed or hand delivered shall be submitted in a sealed envelope conspicuously marked "Invitation for Quote No." (insert solicitation number, 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 QUOTE SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF QUOTES AND LATE QUOTES

L.3.1 Quote Submission

Quote shall be submitted No Later Than Tuesday, November 12, 2009 at 2:00 PM EST to the following address and clearly marked that it is a Quote with the Solicitation Number: RM-10-RFQ-019-BY0-TLW.

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

Quotes may also be faxed to Tira Williams at 202-671-3395 or e-mailed to tira.williams@dc.gov.

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Quotes, modifications to quotes, 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:

L.3.2 **Withdrawal or Modification of Quote**

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

L.3.3 **Postmarks**

The only acceptable evidence to establish the date of a late quote, 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 quote, 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 quote 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 quote, 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 Quotes**

A late quote, 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 RFQ, the prospective Vendor shall submit the question in writing to the Contact Person, identified on page one, in writing.

The District shall furnish responses promptly to all other prospective Vendors. An amendment to the RFQ 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 RFQ not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement Administration/Agency

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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 Administration/Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a Quote in response to this RFQ.. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement Administration/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 Quote 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 Quote 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 quote 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 quote.”

L.7 QUOTE PROTESTS

L.7.1 Any actual or prospective Vendor or Contractor who is aggrieved in connection with The RFQ 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 RFQ which are apparent prior to the time set for receipt of initial quotes shall be filed with the Board prior to quote opening or the time set for receipt of initial quotes. In procurements in which quotes are requested, alleged improprieties which do not exist in the initial RFQ, but which are subsequently incorporated into this RFQ, must be protested no later than the next Closing time for receipt of quotes 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. 0004.

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The aggrieved person shall also mail a copy of the protest to the Contracting officer for the RFQ.

L.8 SIGNING OF OFFERS

L.8.1 The Contractor shall sign the offer and print or type its name on the RFQ, Offer and Award form of this RFQ. 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 QUOTES

L.9.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to + present a complete and effective response to this RFQ 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 QUOTES

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

L.11 QUOTE COSTS

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

L.12 ELECTRONIC COPY OF QUOTES FOR FREEDOM OF INFORMATION ACT REQUESTS

L.12. In addition to other quote submission requirements, the Vendor shall submit an electronic copy of its Quote, 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 quotes 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:

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Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
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 RFQ 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 RFQ; 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 KEY PERSONNEL

L1.5.1 The Vendor shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

L.16 ACCEPTANCE PERIOD

L.16.1 The Vendor agrees that its offer remains valid for a period of 90 days from the Quote's closing date.

L.17 LEGAL STATUS OF VENDOR

L.17.1 Each Quote must provide the following information:

L.17.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Vendor;

L.17.3 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.17.4 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.18 FAMILIARIZATION WITH CONDITIONS

L.18.1 Vendors shall thoroughly familiarize themselves with the terms and conditions of this RFQ, 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.19 STANDARDS OF RESPONSIBILITY

L.19.1 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.19.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.19.3 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.19.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.19.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.9 If the prospective Contractor fails to supply the information requested, the Director, Contracts and Procurement Administration/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*****