
**DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS AND
PROCUREMENT SERVICES
64 NEW YORK AVENUE, NE – 2ND FLOOR,
WASHINGTON, DC 20002
PHONE: 202 671-3171 ♦ FAX: 202 671-3395**



INVITATION FOR BID (IFB)

**RM-14-IFB-156-BY4-MTD For MEDICAL SUPPLIES AND SPECIALIZED PATIENT CARE
EQUIPMENT**

The District of Columbia Government, Department of Behavioral Health (DBH) is seeking Bids from qualified Bidders. The Prospective Contractor shall provide services as outlined in the attached IFB Solicitation.

OPTIONAL PRE-BID CONFERENCE: August 25, 2014 3:00 PM

Opening Date: August 15, 2014

Closing Date: September 8, 2014

Closing Time: 12:00 Noon Eastern Standard Time

To obtain a copy of this IFB please contact Margaret T. Desper, Contract Specialist at the address below, email Margaret.Desper@dc.gov or website www.dbh.dc.gov, click "Opportunities", select "Contract Opportunities" followed by "Index of Procurement Listing"

BID SUBMISSION – Bids Shall be accepted according to the date/time and instructions provided in Section L. Bids shall be in hard copy with one (1) original and two (2) copies of the written response. Each IFB response shall be submitted no later than the closing date/time to the attention of Margaret Desper, Contract Specialist at the address below in a sealed large envelope conspicuously marked:

"BID in Response to Solicitation No. RM-14-IFB-156-BY4-MTD"

Any and all questions pertaining to this IFB shall be submitted in writing **No Later Than Friday, August 29, 2014 at 2:00 PM (EST)** prior to the closing of this Solicitation to:

Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Suite 200
Washington, DC 20002

Samuel.Feinberg@dc.gov cc: Margaret.Desper@dc.gov

**DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
SOLICITATION, OFFER AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 OF 71 3. CONTRACT NAME & NUMBER: MEDICAL SUPPLIES and SPECIALIZED PATIENT CARE EQUIPMENT 4. SOLICITATION NUMBER: RM-14-IFB-156-BY4-MTD 5. DATE ISSUED: August 15, 2014 6. OPENING/CLOSING TIME: OPENING: August 15, 2014 CLOSING September 8, 2014 12:00 NOON	
7. TYPE OF SOLICITATION: INVITATION FOR BID	8. DISCOUNT FOR PROMPT PAYMENT:		
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3188	B. E-MAIL ADDRESS: <u>Samuel.Feinberg@dc.gov</u>

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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 17 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 DBH under "AWARD" below, this offer and the provisions of the RFQ/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: 	
AREA CODE:	NUMBER:	EXT:	15B. OFFER DATE: 	

AWARD (To be completed by the DBH)

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

**PART 1 – THE SCHEDULE
SECTION B**

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE OF CONTRACT

The District of Columbia Department of Behavioral Health (DBH) is seeking an experienced Contractor to provide Medical Supplies and Specialized Medical Equipment Goods under a Blanket Purchase Agreement (BPA) to support Agency-wide Clinical Staff in the administration of Patient Care Services.

- B.2** Response to this Solicitation requires completion and signature of Section A (Page 1), Schedule B Price Sheets and Section J Required Compliance Documents. Bids shall be submitted according to the instructions in Section L for Bid Submittal. There shall be no other alterations to the Schedule B Price Sheets. Tax, Equal Employment Opportunity Package, Subcontracting Requirements and First Source compliance documents included in this Solicitation by reference or as an attachment which shall be included with the Bid response.

B.3. ORDERING PROCEDURES

The items ordered under the Firm Fixed Price Contract resulting from this Solicitation are covered under the Schedule B list of items in this Section. All orders against this Contract are subject to the terms and conditions specified and for the period stated. The Contractor shall exercise every effort to provide supplies and materials necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government. The District's prices shall be as low as or lower than those charged to most favored customers for comparable quantities under similar terms and conditions.

B.5 Schedule B – PRICING SHEET

The Period of Performance of this Contract is for One (1) Base Year, Date of Award – 365 Days with Four (4), One Year Options. The Price Sheet must be priced at unit level provided and must include cost per unit and extended cost. **There shall be no alterations to the Schedule B Price Sheet.**

B.5 SCHEDULE B PRICING: SUPPLIES/SERVICES AND PRICE/COSTS

5.1 Pricing – Period of Performance (POP) from Date of Award for a Base Year with Four (4) One Year Options.

Contract Line Item # (CLIN)	SUPPLIES	ESTIMATED QTY	UNIT	BASE YEAR UNIT PRICE	OPTION YEAR ONE (OY1) UNIT PRICE	OPTION YEAR TWO (OY2) UNIT PRICE	OPTION YEAR THREE (OY3) UNIT PRICE	OPTION YEAR FOUR (OY4) UNIT PRICE
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
	Description of Goods							
001	1CC TUBERCULIN SYRINGES 100 BX	35	BOX	\$	\$	\$	\$	\$
002	25 DOSE MEDI CUP BLISTER- MINI (1,000 DOSES = 40 SHEETS OF 25 BLISTER PACKS)	130	PKG	\$	\$	\$	\$	\$
003	25 DOSE MEDI-CUP BLISTER-STANDARD (1,000 DOSES - 40 SHEETS OF 25)	100	PKG	\$	\$	\$	\$	\$
004	9' COMB BLACK 144/PACK OR APPROVED EQUIVALENT	16	PACK	\$	\$	\$	\$	\$
005	ADHESIVE BANDAGE - FABRIC 1X3 LATEX FREE	500	BOX	\$	\$	\$	\$	\$
006	ADVANTAGE EMERGENCY PORTABLE SUCTION UNIT	50	EACH	\$	\$	\$	\$	\$
007	AL-2500 ELITE BRAND MOUTHPIECES MULTI PACK 100	40	BAG	\$	\$	\$	\$	\$
008	ALCOHOL PREP PADS, MD, 2-PLY MED 200/BOX	500	BOX	\$	\$	\$	\$	\$
009	ANTIPER/DEODORANT,ROLL-ON1.5 OZ 96/CASE	150	CASE	\$	\$	\$	\$	\$

Medical Supplies and Specialized Patient Care Equipment

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010	BACK SUPPORT W/SUSP,BLACK LRG 34-38	30	EACH	\$	\$	\$	\$	\$
011	BACK SUPPORT W/SUSP,BLACK MED 30-34	30	EACH	\$	\$	\$	\$	\$
012	BACK SUPPORT W/SUSP,BLACK XLG 38-42	30	EACH	\$	\$	\$	\$	\$
013	BANDAGE, ADHESIVE PLASTIC SHEER 1.75"X4" 50/BOX	150	BOX	\$	\$	\$	\$	\$
014	BANDAGE, ELASTIC SINGLE HOOK & LOOP (10/BOX)	1	BOX	\$	\$	\$	\$	\$
015	BANDAGE, SHEER PLASTIC STRIPS 1"X3" 1,500/CASE	75	CASE	\$	\$	\$	\$	\$
016	BANDAGE,ADHESIVE,WOVEN,KNUCKLE 100/BOX	100	BOX	\$	\$	\$	\$	\$
017	BANDAGE,GAUZE,BULKEE II BRAND OR APPROVED EQUIVALENT STERILE	150	CASE	\$	\$	\$	\$	\$
018	BATTER,AED ,LITHIUM ,9300E/9300A/9390	40	EACH	\$	\$	\$	\$	\$
019	BATTERY, 3 VOLT LITHIUM COIN CELL BATTERY	25	EACH	\$	\$	\$	\$	\$
020	BATTERY, DURACEL 3 VOLT LITHIUM	25	EACH	\$	\$	\$	\$	\$
021	BECTION DICKINSON BRAND AUTO SHIELD DUO PEN NEEDLE (100/BOX)	500	BOXES	\$	\$	\$	\$	\$

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022	BIO HAZARD ZIP LOCK BAG W/ POCKET 6X9 1,000/CASE (INCLUDES 10 PACKS OF 100)	15	CASE	\$	\$	\$	\$	\$
023	BIOLOGICAL MONITORING SYSTEM SINGLE STRIP TEST KITS 52/PKG	20	PACK	\$	\$	\$	\$	\$
024	BLUE EXAM SHORTS SIZES (L) 30/CASE	25	CASE	\$	\$	\$	\$	\$
025	BLUE EXAM SHORTS SIZES (M) 30/CASE	25	CASE	\$	\$	\$	\$	\$
026	BLUE EXAM SHORTS SIZES (XL) 30/CASE	25	CASE	\$	\$	\$	\$	\$
027	BLUE EXAM SHORTS SIZES (XXL) 30/CASE	25	CASE	\$	\$	\$	\$	\$
028	BORDERED GAUZE 4"X8 PAD STR 15/BOX	250	BOX	\$	\$	\$	\$	\$
029	BP UNIT , ANERIOD , ADULT , L/F	80	EACH	\$	\$	\$	\$	\$
030	BP UNIT , ANERIOD , LARGE ADULT , L/ CUFF	100	EACH	\$	\$	\$	\$	\$
031	BRIEF CLOTH LIKE ULTRASOFT XL 59-66 (48/CASE)	150	CASE	\$	\$	\$	\$	\$
032	BRIEF, ULTRASOFT, CLOTHLIKE, LARGE 48/CASE	30	CASE	\$	\$	\$	\$	\$

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033	Cardiac Science Defibrillator Pads - Adult Non-polarized (non side-specific	60	EACH	\$	\$	\$	\$	\$
034	CAVI-WIPES (Sani-Cloth) OR APPROVED EQUIVALENT (12 CANISTER PER CASE)	450	CASE	\$	\$	\$	\$	\$
035	CLIPPER ,NAIL FINGER ,NO FILE	500	EACH	\$	\$	\$	\$	\$
036	COLD PACKS, INSTANT, STANDARD5.75X9	75	BOX	\$	\$	\$	\$	\$
037	COLGATE TOOTHPASTE 3oz. or APPROVED EQUIVALENT	1,700	EACH	\$	\$	\$	\$	\$
038	Convatec Stomahesive PASTE Skin Barrier 2 OZ OR APPROVED EQUIVALENT	60	BOX	\$	\$	\$	\$	\$
039	COTTON TIPPED APPLICATORS 6"	30	CASE	\$	\$	\$	\$	\$
040	COVER,CUFF ,BP TYVEK ADULT	50	EACH	\$	\$	\$	\$	\$
041	COVER,PROBE, FOR SURE TEMP 1000 EA/CS	130	CASE	\$	\$	\$	\$	\$
042	CREAM,INZO,ZINC OXIDE 4, OZ TUBE S&E (12/PK)	50	PACK	\$	\$	\$	\$	\$
043	CUP PLASTIC 9 OZ TRANSLUCENT (2,500/CASE)	200	CASE	\$	\$	\$	\$	\$
044	CUPS, MEDICINE 1 OZ 5,000/CASE	200	CASE	\$	\$	\$	\$	\$
045	DESKTOP BLOOD PRESSURE MONITORS (ELECTRONIC)	10	EACH	\$	\$	\$	\$	\$

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046	DIABETES CONTROL SOLUTION	200	EACH	\$	\$	\$	\$	\$
047	DIGITAL FLOOR SCALES - CLINICAL WEIGHT MEASUREMENT EQUIPMENT	7	EACH	\$	\$	\$	\$	\$
048	DISPENSER,PURELL TFX	30	EACH	\$	\$	\$	\$	\$
049	DISPOSABLE BAG MASK RESUSCITATOR WITH HANDLE ADULT	100	EACH	\$	\$	\$	\$	\$
050	DISPOSABLE BAG MASK RESUSCITATOR WITH HANDLE CHILD	100	EACH	\$	\$	\$	\$	\$
051	DISPOSABLE PROBE COVERS, 1000/cs	150	CASE	\$	\$	\$	\$	\$
052	DRAPE SHEET ECONOMY 2PLY (WHITE 40"X48") 100/CASE	25	CASE	\$	\$	\$	\$	\$
053	DRUG TEST KIT - 11 PANEL 25/BOX	1	BOX	\$	\$	\$	\$	\$
054	EARLY PREGNANCY TEST ANALOG 2 CT PER BOX 50/CASE	25	CASE	\$	\$	\$	\$	\$
055	ELECTRODE FOR DEFIBRILLATOR ADULT	150	BOX	\$	\$	\$	\$	\$
056	F- STETHOSCOPE , DIPOSABLE YELLOW EA	125	EACH	\$	\$	\$	\$	\$
057	FACE MASK BLUE , PROCEDURE EARLOOP 50BX	100	BOX	\$	\$	\$	\$	\$
058	FACE SHIELD FULL FOAM TOP ELASTIC	300	EACH	\$	\$	\$	\$	\$

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059	FACIAL TISSUE - ANTI-VIRAL, KLEENEX OR APPROVED EQUIVALENT 27	30	CASE	\$	\$	\$	\$	\$
060	F-GAUZE BORDERED 4X4 STERIL	50	CASE	\$	\$	\$	\$	\$
061	First Aid Kit, 158 Pieces For Up To 25 People, Plastic Case	108	CASE	\$	\$	\$	\$	\$
062	FIRST AID,KIT,ALL PURPOSE KIT WITH PLASTIC CASE (INCL 140 PIECES)	50	EACH	\$	\$	\$	\$	\$
063	GAUZE SPONGE 4X4 6 PLY STERILE 600/CASE	250	CASE	\$	\$	\$	\$	\$
064	GAUZE SPONGE AVANT 4X4 4 PLY STERILE 100/BOX)	500	BOX	\$	\$	\$	\$	\$
065	GERMICIDIAL WIPES 70/TUB W. 6 PER CASE	30	CASE	\$	\$	\$	\$	\$
066	GLOVE , EXAM , VINYL PF X-LARGE 1M/CS	110	CASE	\$	\$	\$	\$	\$
067	GLOVE ,EXAM NITRILE CHEMO BLUE ,LF SM	110	CASE	\$	\$	\$	\$	\$
068	GLOVE EXAM , NITRILE CHEMO POWDER FREE/LATEX FREE – LARGE	200	CASE	\$	\$	\$	\$	\$
069	GLOVE EXAM , VINYL , LARGE ,1M/CS	100	CASE	\$	\$	\$	\$	\$
070	GLOVE NITRILE, BLUE FNGRTP TXT, L	150	EACH	\$	\$	\$	\$	\$
071	GLOVE NITRILE, BLUE FNGRTP TXT, XL	100	CASE	\$	\$	\$	\$	\$

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072	GLOVE,NITRILE,BLUE,FNGRTP – POWDER FREE TXTD,MEDIUM	310	EACH	\$	\$	\$	\$	\$
073	GLOVES , NITRILE CHEMO PF, M, BLU (1,000 CASE)	250	CASE	\$	\$	\$	\$	\$
074	GLOVES , NITRILE CHEMO PF, M, BLU (100/BOX)	100	BOX	\$	\$	\$	\$	\$
075	GLOVES LARGE, STERILE POWDER FREE LATEX EXAM GLOVES 50	50	BOX	\$	\$	\$	\$	\$
076	GLOVES MEDIUM - STERILE POWDER FREE LATEX EXAM GLOVES 50	53	BOX	\$	\$	\$	\$	\$
077	GLOVES, EXAM NITRILE CHEMO BLUE POWDER FREE ,LF XL 1,000/CASE	250	CASE	\$	\$	\$	\$	\$
078	GOWN COVER SPP WST-NECK TIE YEL X-LG	12	BOX	\$	\$	\$	\$	\$
079	HOLDER, TOOTHBRUSH, 2PC, TUBE, ASSTD COLORS	24	BOX	\$	\$	\$	\$	\$
080	Hollister 16' Clear Drainable Pouch	125	PACK	\$	\$	\$	\$	\$
081	Hollister Adapt Paste New Easy Squeeze 2 OZ OR APPROVED EQUIVALENT	50	EACH	\$	\$	\$	\$	\$
082	HYDROGEN PEROXIDE	250	EACH	\$	\$	\$	\$	\$
083	I-CUP BRAND 6 PANEL DRUG TEST KITS 25/BOX	250	BOX	\$	\$	\$	\$	\$
084	INSTA COOL COLD COMPRESS 4"X6"	150	EACH	\$	\$	\$	\$	\$

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085	INSTANT HEAT PACKS	200	EACH	\$	\$	\$	\$	\$
086	KARAYA SEAL DRAIN 2 1/2' -Hollister 3325 Drain Pouch Karaya Transparent 2-1/2"	100	PACK	\$	\$	\$	\$	\$
087	KENDALL HYPOALLERGENIC CLEAR TAPE 1"X10 YDS (12/BOX)	125	BOX	\$	\$	\$	\$	\$
088	LAB COAT, UNISEX , STAFF LENGHT , WHITE, 48	20	EACH	\$	\$	\$	\$	\$
089	LABCOAT ,KNITCUFF TRADCOLOR WHITE S 30CS	11	EACH	\$	\$	\$	\$	\$
090	LABCOAT ,KNITCUFF TRADCOLOR WHITE S 30CS	12	CASE	\$	\$	\$	\$	\$
091	LANCET,SAFETY,UNISTIK 2,COMFORT,28G / 200/BX	650	BOX	\$	\$	\$	\$	\$
092	LASER LABEL LID-LABEL CVR BLUE	150	EACH	\$	\$	\$	\$	\$
093	LAUNDRY HAMPER WITH WHITE COTTON BAG	24	EACH	\$	\$	\$	\$	\$
094	LOTION FLIP TOP: 36/CS – SKINTEGRITY OR APPROVED EQUIVALENT	155	CASE	\$	\$	\$	\$	\$
095	LUBE JELLY , 40 OZ FLIP TOP TUBE 72 CS/CS	30	CASE	\$	\$	\$	\$	\$
096	MASK YELLOW, EARLOOP, LATEX FREE	49	BOX	\$	\$	\$	\$	\$

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097	MASKS, DUST, 5 COUNT	45	PACK	\$	\$	\$	\$	\$
098	MEDICAL BLANKET, , WHITE, 12/CS Spread/Blanket 74" x 108"	1	CASE	\$	\$	\$	\$	\$
099	MEDICINE CUPS 1 OZ TRANSCULENENT (5,000/CASE)	2	CASE	\$	\$	\$	\$	\$
100	MEDICINE CUPS 7 OZ TRANSCULENENT	30	CASE	\$	\$	\$	\$	\$
101	MICROKILL BRAND OR DBH APPROVED EQUIVALENT DISINFECTING WIPES (12	25	CASE	\$	\$	\$	\$	\$
102	MINI OXYGEN TANK REGULATOR 0-15 Lpm	60	EACH	\$	\$	\$	\$	\$
103	MOUTHWASH NON - ALCOHOL	200	BOX	\$	\$	\$	\$	\$
104	NEEDLE ,20GX11/2 POLYHUB REG BEVEL	100	BOX	\$	\$	\$	\$	\$
105	NEEDLE ,22GX11/2 POLY HUB REG BEVEL	100	BOX	\$	\$	\$	\$	\$
106	NIX CREAM RINSE 4OZ	100	EACH	\$	\$	\$	\$	\$
107	NON STERILE COVER SPONGES BULK 4"X4" 100/PKG	225	PACKAGE	\$	\$	\$	\$	\$
108	ONE TOUCH SOLUTION	150	EACH	\$	\$	\$	\$	\$
109	ONE TOUCH ULTRA SYSTEM KIT	50	EACH	\$	\$	\$	\$	\$

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110	ONE TOUCH ULTRA, TEST STRIP 50 BOX	50	BOX	\$	\$	\$	\$	\$
111	OPTUMEZ BRAND OR DBH APPROVED EQUIVALENT 100 S	25	BOX	\$	\$	\$	\$	\$
112	OPTUMEZ BRAND OR DBH APPROVED EQUIVALENT 100 S	25	BOX	\$	\$	\$	\$	\$
113	OSTOMY SUPPLIES - SYSTEM 1 PC POUCH 12' TRANSPARET. Cut-to-fit,	33	BOX	\$	\$	\$	\$	\$
114	OXYGEN MASK PLASTIC	10	PACK	\$	\$	\$	\$	\$
115	OXYGEN TANK HOLDER /WHEELCHAIR	12	EACH	\$	\$	\$	\$	\$
116	PAD ,SANITARY 11 IN MAXI W/WINGS N-STRL	25	BOX	\$	\$	\$	\$	\$
117	PADS, ALCOHOL, MED 2 PLY 200 PK	145	EACH	\$	\$	\$	\$	\$
118	PANTLINERS CHLORINE FREE 50/BOX	1	BOX	\$	\$	\$	\$	\$
119	PEDI-WHIRL CONCENTRATE OR APPROVED EQUIVALENT	24	EACH	\$	\$	\$	\$	\$
120	PETROLATUM JELLY (TUBES)	10	EACH	\$	\$	\$	\$	\$
121	PETROLATUM JELLY 4 OZ	220	BOX	\$	\$	\$	\$	\$
122	PILLOW 20X26 FLUID PROOF,FLAME	150	EACH	\$	\$	\$	\$	\$

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	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
123	PLASTIC EMESIS BASIN ASST COLORS 500ML .8.5'	40	EACH	\$	\$	\$	\$	\$
124	POUCH OSTOMY DRAIN POUCH 16' 2.5' (10/BX)	125	BOX	\$	\$	\$	\$	\$
125	PREP RAZORS, PERSONNA DOUBLE EDGE (BX 100)	110	BOX	\$	\$	\$	\$	\$
126	PROCEED XCEED DIABETES TEST STRIPS 100/PKG	800	PACKAGE	\$	\$	\$	\$	\$
127	PROTECTIVE UNDERWEAR , PULL HVY L4 /16'S	225	EACH	\$	\$	\$	\$	\$
128	PROTECTIVE UNDERWEAR , PULLUP , HVY MEDIUM, 4/18 72/CASE	200	CASE	\$	\$	\$	\$	\$
129	READYBATH PREMIUM AB FRAG FREE 8 PK	200	PACK	\$	\$	\$	\$	\$
130	SAFETY CHECK HAND MITTEN	15	BOX	\$	\$	\$	\$	\$
131	SAFETY SYRINGE NEEDLE 1CC 29 GAUGE	200	BOX	\$	\$	\$	\$	\$
132	SHAMPOO /BODY WASH SOOTHE & COOL 4 OZ	250	BOX	\$	\$	\$	\$	\$
133	SLING,ARM UNIVERSAL EA	48	EACH	\$	\$	\$	\$	\$
134	SLIP RESISTANT FOOTIES	30	CASE	\$	\$	\$	\$	\$
135	SLIPE RESISTANT FOOTIES (L 48 PAIR / CASE)	80	CASE	\$	\$	\$	\$	\$

Medical Supplies and Specialized Patient Care Equipment

RM-14-IFB-156-BY4-MTD

Contract Line Item # (CLIN)	SUPPLIES	ESTIMATED QTY	UNIT	BASE YEAR UNIT PRICE	OPTION YEAR ONE (OY1) UNIT PRICE	OPTION YEAR TWO (OY2) UNIT PRICE	OPTION YEAR THREE (OY3) UNIT PRICE	OPTION YEAR FOUR (OY4) UNIT PRICE
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
136	SLIPE RESISTANT FOOTIES (M 48 PAIR / CASE)	80	CASE	\$	\$	\$	\$	\$
137	SLIPE RESISTANT FOOTIES (SM 48 PAIR / CASE)	80	CASE	\$	\$	\$	\$	\$
138	SLIPE RESISTANT FOOTIES (XL 48 PAIR / CASE)	80	CASE	\$	\$	\$	\$	\$
139	SLIPE RESISTANT FOOTIES (XXL 48 PAIR / CASE)	80	CASE	\$	\$	\$	\$	\$
140	SOAP BAR	250	BOX	\$	\$	\$	\$	\$
141	SOAP,ANTIBAC (BLUE) 800 ML SKINTEGRITY OR APPROVED	20	BOX	\$	\$	\$	\$	\$
142	SPARKLE FRESH 2.4OZ OR APPROVED EQUIVALENT 144/BOX	20	BOX	\$	\$	\$	\$	\$
143	SPLINT , WRIST RIGHT LRG	16	BOX	\$	\$	\$	\$	\$
144	SPLINT , WRIST RIGHT MED	16	BOX	\$	\$	\$	\$	\$
145	SPLINT, WRIST LEFT , LARGE	16	EACH	\$	\$	\$	\$	\$
146	SPLINT, WRIST LEFT , MED	16	EACH	\$	\$	\$	\$	\$
147	SPLITTER ,PILL BLUE INDIVIDUALLY BOXED	12	EACH	\$	\$	\$	\$	\$
148	STATION,SANITIZING,PURELL	42	EACH	\$	\$	\$	\$	\$

Medical Supplies and Specialized Patient Care Equipment

RM-14-IFB-156-BY4-MTD

Contract Line Item # (CLIN)	SUPPLIES	ESTIMATED QTY	UNIT	BASE YEAR UNIT PRICE	OPTION YEAR ONE (OY1) UNIT PRICE	OPTION YEAR TWO (OY2) UNIT PRICE	OPTION YEAR THREE (OY3) UNIT PRICE	OPTION YEAR FOUR (OY4) UNIT PRICE
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
149	STOCKING ANTI-EMBOLISM K LL 2PR/BX	60	BOX	\$	\$	\$	\$	\$
150	SUCTION TUBING KITS (72' LENGHT AND 15' LENGHT 1/4 ID, CLEAR,PVC	50	EACH	\$	\$	\$	\$	\$
151	SURGIGLANCE SAFETY LANCET, ORANGE 22G 2.2 100/BOX	1	BOX	\$	\$	\$	\$	\$
152	SWAB LIQUID STUART SINGLE CULTURE	50	BOX	\$	\$	\$	\$	\$
153	SYRING W/NEEDLE ,SAFE, 3CC 25G X 1 MAG	35	BOX	\$	\$	\$	\$	\$
154	SYRINGE - VANISHPOINT BRAND 3 CC 20 GUAGE 1 1/2 100/BOX	75	BOX	\$	\$	\$	\$	\$
155	SYRINGE ,VANISHPOINT 3CC 20GX 1 1/2 (600 case)	6	CASE	\$	\$	\$	\$	\$
156	SYRINGE ,VANISHPOINT 5CC 20GX 1 1/2 (600 case)	6	CASE	\$	\$	\$	\$	\$
157	SYRINGE NEEDLE, 1cc, 25G x 5/8'	50	BOX	\$	\$	\$	\$	\$
158	SYRINGE,W/NEEDLE SAFE 3CC 21GX1 MAG	12	BOX	\$	\$	\$	\$	\$
159	SYRINGE, W/NEEDLE,SAFE,3 CC 20GX1 MAG	120	BOX	\$	\$	\$	\$	\$
160	TAMPER EVIDENT 3 WALL SPECIMEN TRANSFER BAGS 2 MIL 100/BAG	10	BAG	\$	\$	\$	\$	\$
161	TAMPONS W/ APPLICATOR REGULAR 16/BOX	1	BOX	\$	\$	\$	\$	\$

Medical Supplies and Specialized Patient Care Equipment

RM-14-IFB-156-BY4-MTD

Contract Line Item # (CLIN)	SUPPLIES	ESTIMATED QTY	UNIT	BASE YEAR UNIT PRICE	OPTION YEAR ONE (OY1) UNIT PRICE	OPTION YEAR TWO (OY2) UNIT PRICE	OPTION YEAR THREE (OY3) UNIT PRICE	OPTION YEAR FOUR (OY4) UNIT PRICE
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
162	TAPE ,CLOTH /SILK CURAD,2"X10TD LF/CS	15	CASE	\$	\$	\$	\$	\$
163	THERMOMETER ORAL 690 SURE TEMP BRAND (ELECTRONIC)	4	EACH	\$	\$	\$	\$	\$
164	THERMOMETER, 690 SURETEMP PLUS,ORAL	24	BOX	\$	\$	\$	\$	\$
165	TOOTHBRUSH,COLGATE, 36 TUFT SOFT BRISTLE 144/CASE	40	CASE	\$	\$	\$	\$	\$
166	TOOTHPASTE,COLGATE 2.8 OZ 24/CASE OR APPROVED EQUIVALENT	200	CASE	\$	\$	\$	\$	\$
167	TOWELETTE, ANTISEPTIC, 2,000 EA / CS	1	CASE	\$	\$	\$	\$	\$
168	TUBERCULIN SYRINGE, SLIP TIP WITH CAP 1CC 100/BOX	25	BOX	\$	\$	\$	\$	\$
169	ULTRASOFT PLUS BRIEF (48/CASE)	86	CASE	\$	\$	\$	\$	\$
170	UNDERPADS , DISPOSABLE 27 X 70	209	EACH	\$	\$	\$	\$	\$
171	UNDERWEAR PROTECTIVE OVERNIGHT XLG SIZE ,HVY 56-68	120	CASE	\$	\$	\$	\$	\$
172	UNDERWEAR,PROTECTIVE OVERNIGHT ,LARGE HVY40 -56 SIZE- 56/CASE	90	CASE	\$	\$	\$	\$	\$
173	URETHRAL , VINYL PVP, 14FR CATHETHER TRAY KIT LATEX FREE	10	CASE	\$	\$	\$	\$	\$
174	URINAL , MALE , DELUXE W/ GLOW IN DARK COVER 48/CASE	1	CASE	\$	\$	\$	\$	\$

Medical Supplies and Specialized Patient Care Equipment

RM-14-IFB-156-BY4-MTD

Contract Line Item # (CLIN)	SUPPLIES	ESTIMATED QTY	UNIT	BASE YEAR UNIT PRICE	OPTION YEAR ONE (OY1) UNIT PRICE	OPTION YEAR TWO (OY2) UNIT PRICE	OPTION YEAR THREE (OY3) UNIT PRICE	OPTION YEAR FOUR (OY4) UNIT PRICE
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide quality Medical Supplies and Specialized Patient Care equipment as described in this Solicitation.							
175	WELCH ALLYN SPOT VITAL SIGNS NIBP, nellcor pulse oximeter	4	EACH	\$	\$	\$	\$	\$
176	WINGS ADULT BRIEF, BLUE LARGE 45- 58 SIZE 72/CASE OR APPROVED	30	CASE	\$	\$	\$	\$	\$
177	WIPE ALOETOUCH FRAG FREE 9X13 48/PK	300	PACK	\$	\$	\$	\$	\$
178	WIPE, ALOETOUCH®, DIMETHICONE, 9X13 OR APPROVED EQUIVALENT	10	EACH	\$	\$	\$	\$	\$
179	Zip Lock bags 6 X 4"2 mil re-closable (1,000/case)	3	CASE	\$	\$	\$	\$	\$
180	Zip Lock bags 6x10" 2 MIL re-closable poly bag 1,000/case	1	CASE	\$	\$	\$	\$	\$
181	zip lock bags 7 X 8" 2 Mil - 1,000/CASE	1	CASE	\$	\$	\$	\$	\$
	TOTAL CONTRACT AMOUNT			\$	\$	\$	\$	\$
	EXTENDED PRICE TOTAL			\$	\$	\$	\$	\$

Signature of Authorized Personnel _____ Print Name of Business/Organization _____ Date _____

Print Name of Authorized Personnel _____ Title _____

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

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND:**

- C.1 The Department of Behavioral Health (DBH) provides prevention, intervention and treatment services along with supports for children, youth and adults with mental and/or substance use disorders including emergency psychiatric care and community-based outpatient and residential services.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

- C.2.1 DBH provides In-Patient and Out-Patient Clinical and Medical Services for Behavioral Health and Medical Conditions which require a Medical Supplier to provide quality and clinical grade materials and supplies. DBH Patient Care services require compliance with various Federal, District of Columbia, Centers for Medicare and Medicaid Services (CMMS), The Joint Commission (TJC) and various industry jurisdictions who govern Patient Clinical and Medical Treatment services.

DBH mission is to deliver treatment in a healthy, humane and safe Environment of Care in order to promote recovery and overall wellbeing for the Consumers in our Care.

C.3 SPECIFIC REQUIREMENTS

- C.3.1 The Contractor shall provide all Labor, Equipment, Materials/Supplies and Supervision for compliance with the Performance Requirements of the Contract resulting from this Solicitation. The Contractor shall provide Goods/Services as described in Section C including but not limited to:
- Consumer Grooming Goods
 - Hygiene and Bathing Supplies/Goods
 - Wound Care Supplies
 - Limited Mobility Care Supplies
 - Injection Supplies
 - Infection Control Supplies
 - Incontinence Care Items
 - Diabetic Care Supplies
 - Medication Dispensing Supplies
 - Clinical Examination Assessment/Diagnostic Supplies
 - Staff Personal Protection Equipment (PPE) Supplies (face masks, gloves, Lab Coats, etc.)
- C.3.2 Services/Goods shall be delivered in original packaging free from defect and damage to the attention of the appointed Contracting Officer's Technical Representative (COTR) and F.O.B. Destination specified below. Deliveries shall include an original delivery/packing slip during

Monday – Friday 8:00 am – 4:30pm. Weekend/Holiday deliveries are exempt unless approved in writing by the COTR and a DBH executed Contract Modification.

Saint Elizabeths Hospital (SEH)

1100 Alabama Ave. S.E.

Washington, DC 20032

Loading Dock/Delivery Hours: 8:00 am – 3:00pm

COTR: Renee Bivins

Office: (202) 299-5221 / Email Renee.Bivins@dc.gov

Behavioral Health Authority (BHA)

64 New York Ave. NE, 2nd Floor

Washington, DC 20002

COTR: Delilah Kelly

Office: 202.673.7772 / Email Delilah.Kelly@dc.gov

Comprehensive Psychiatric Emergency Program (CPEP)

D.C. General Hospital Compound, 1905 E Street SE, Building 14

Washington, DC 20003

COTR: Cynthia Holloway

Office: 202.673-9312 / Cynthia.Holloway@dc.gov

Addiction Prevention and Recovery Administration (APRA)

1300 First Street, NE, 3rd Floor

Washington, DC 20002

COTR: Javon Oliver

Office: 202.727-8940 / Javon.Oliver@dc.gov

Behavioral Health Services Division (MHSD)

821 Howard Rd, SE, Washington, DC 20020

35 K Street, NE, Washington, DC 20002

COTR: Gillian Daniels

(202) 442-4210 / Gillian.Daniels@dc.gov

C.3.3 All correspondence regarding Orders shall be acknowledged by electronic confirmation

C.3.4 **Smoking Restrictions – DBH delivery locations are located in Smoke Free Facilities. Saint Elizabeths Hospital is a Smoke Free Campus. The Contractor Staff/Sub Contractor shall adhere to Smoke Free policies during the Performance of the Contract at all times.**

C.4 CONTRACTOR MINIMUM QUALIFICATIONS

- C.4.1 The Contractor shall have a minimum of three (3) years verifiable experience at the time of the Response to this Solicitation providing Supplier Services for Public or Private Medical Facilities, Behavioral Health Treatment Facility or a certified/accredited Health Care Organizations.
- C.4.2 Contractor shall have up-to-date technology, transportation/carrier service capability and equipment to perform the Medical Supplier Services and maintain maintenance, licensure and Federal/State operational requirements to perform the required services.

C.5 CONTRACTOR RESPONSIBILITIES

- C.5.1 Contractor is responsible for having and demonstrating an understanding of the work to be performed along with proposed services including a work plan, methodology, experience, skills and qualified staff.
- C.5.2 Contractor shall provide adequate staffing levels, equipment, licensure/certifications and materials to perform the requirements of the Solicitation.
- C.5.3 Contractor shall exercise every effort to provide supplies, materials and equipment necessary to perform services of this Contract using economic purchase quantities to provide significantly reduce cost to the District Government.

C.6 STANDARDS OF PERFORMANCE

- C.6.1 At all times, the Contractor shall exercise due diligence and act in good faith in the best interest of DBH, while performing the duties specified in this Contract. The Contractor shall comply with all applicable DBH and Hospital Policies, Procedures and Directives.
- C.6.2 Contractor Employees or Subcontractors for Services and/or Delivery Services are subject to security screening prior to entry to DBH owned and occupied Facilities. Contractor shall ensure Employees and/or Sub Contractors are properly identified with company issued identification noting company and individual name to display at the security checkpoints prior to proceeding with any service.

C.7 GENERAL STANDARDS OF RESPONSIBILITY

- C.7.1 The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.
- C.7.2 To be determined Responsible, a Prospective Contractor must demonstrate that it:
- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (c) Has a satisfactory performance record;

- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- (k) Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

C.7.3 If the prospective Contractor fails to supply the information requested, the Director/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Director/ACCO shall determine the prospective contractor to be non-responsible.

C.8 SAFETY/ SECURITY REQUIREMENTS

- C.8.1 Equipment Operation and Accidents - The Contractor shall provide training to their Employees, at the Contractor's own expense, to ensure competency in performing tasks to prevent the endangerment of personnel or public.
- C.8.2 All equipment operators shall be fully qualified and licensed in the operation of power equipment, trucks, etc. to be used in Contract performance. All accidents, which may occur during the performance and which result in injury, death and/or property damage, shall be re reported in writing to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) and COTR within twenty four (24) hours after such occurrence. Such report shall give full details of the accident involved, including statements of all witnesses. If any claim is made against the Contractor by a third party as a result of any accident, which occurs in connection with the performance of this Contract, the Contractor shall promptly report the fact, in writing, to the Director/ACCO and the COTR.
- C.8.3 Contractor staff and Sub Contractors are subject to DBH security check point policies which also include restrictions for personal items deemed as Contraband. Contractor shall ensure Staff/Sub-Contractors adhere to check points, facility/campus speed limits and provide Identification State/Federal Issued photo Identification and Business photo Identification.

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

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

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SECTION

D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page SCP1.
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
(**“Double click on link”**)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE**SECTION E****INSPECTION AND ACCEPTANCE &
CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES****TABLE OF CONTENTS**

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SECTION E: INSPECTION AND ACCEPTANCE & CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**E.1 INSPECTION OF SUPPLIES AND SERVICES**

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf

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

- E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items
- E.2.3 The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment
- E.2.4 In case of non-performed work, DBH shall:
- E.2.4.1 Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
 - E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director/Agency Chief Contracting Officer (ACCO) and at no additional cost to the DBH.
 - E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.
- E.2.5 In the case of unsatisfactory work, DBH:
- E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
 - E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DBH.
- E.3 TERMINATION FOR CONVENIENCE**
- E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.

E.3.2.5 With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.

E.3.2.6 Transfer title, if not already transferred and , as directed by the Director/ACCO, deliver to DBH 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 (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated

E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

E.4.1.1 Perform the services within the time specified in the Contract or any extension; or

E.4.1.2 Make progress as to endanger performance of the Contract; or

E.4.1.3 Perform any of the other material provisions of the Contract.

E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Director/ACCO after receipt of the notice to cure from the CO, specifying the failure.

E.4.3 If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the

fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- E.4.5 If the failure to perform is caused by the fault of a subcontractor at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 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 convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

PART I - THE SCHEDULE**SECTION F****DELIVERY and PERFORMANCE
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F.4	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	30

SECTION F: DELIVERY AND PERFORMANCE**F.1 PERIOD OF PERFORMANCE (POP)**

The District contemplates awarding a Firm Fixed Price Contract resulting from this Solicitation. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is One (1) Year (365 Days) from Date of Award with Four (4) One Year Option Years as specified in Section B.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor 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 any Option Period is at the sole and absolute discretion of DBH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option Period. 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.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in Section B of the Contract

F.3 DELIVERABLES

F.3.1 The Contractors shall perform the activities required to successfully complete the District's requirements as specified in Section C of this Solicitation and submit each deliverable to the **Contracting Officer's Technical Representative (COTR)** identified in section G.5 in accordance with the requirements described in Section C.

F.3.2 The Contractors shall submit to the District, as a deliverable, the report described in section H.6 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement(if applicable). If the Contractor(s) do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.7.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

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SECTION G: CONTRACT ADMINISTRATION**G.1 CONTRACT ADMINISTRATION**

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

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

G.2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract for the purpose of providing Medical Supplies and specialized equipment to meet Patient Care requirements. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

By accepting this order or Contract the Contractor agrees, that the District, at its discretion, after completion of order or Contract Period, may hire an individual who is performing services as a result of this order or contract, with restriction, penalties or fees.

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2014. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014 until funds are made available to the Director/ACCO for

performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.4 MODIFICATIONS

- G.4.1 Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director/ACCO only

G.5 INVOICE PAYMENT

- G.5.1 Shall be based upon fixed unit price provided as specified in Section B (Price Schedules).

G.6 SUBMISSION OF INVOICE

- G.6.1 The Contractor shall submit an original and three copies of each invoice to the following:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue Northeast– 4th Floor
Washington, DC 20002
By email: dbh.ap@dc.gov

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. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

- G.6.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.6.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.6.2.2 Contract number and invoice number;
- G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.6.2.4 Other supporting documentation or information, as required by the Director Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO);
- G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.6.2.6 Name, title, phone number of person preparing the invoice;
- G.6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.6.2.8 Authorized signature.

G.6.3 Certification of Invoice

Contracting Officer's Technical Representative shall perform certification of the 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.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.

G.7.2 No final payment shall be made to the Contractor until the Agency has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.8 PAYMENT

G.8.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.5 of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.

G.8.2 DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made to the Contractor.

G.9 ASSIGNMENT OF CONTRACT PAYMENTS

G.9.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

G.9.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.9.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to:

(Name and address of Assignee)

G.10 QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

G.10.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.10.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.10.2 Payments to Subcontractors

G.10.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.10.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be

paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

- G.10.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.10.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.10.3 Subcontractor Requirements

- G.10.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-Contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.11 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Director/ACCO. The contact information for the DBH Director/ACCO is as follows:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

- G.12.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.
- G.12.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.
- G.12.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no

adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.13 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Director/ACCO shall designate a Contracting Officer's Technical Representative (COTR)

G.13.1 The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.13.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.13.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.13.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.13.1.4 Reviewing and approving invoice submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.13.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.13.2 The address and telephone number of the COTR is:

Saint Elizabeths Hospital

1100 Alabama Ave. S.E.

Washington, DC 20032

Loading Dock/Delivery Hours: Monday - Friday 8:00 am – 3:00pm

COTR: Renee Bivins – Materials Management

Office: (202) 299-5221 / Email: Renee.Bivins@dc.gov

Behavioral Health Authority (BHA)

64 New York Ave. NE, 2nd Floor

Washington, DC 20002

COTR: Delilah Kelly

Office: 202.673.7772 / Email: Delilah.Kelly@dc.gov

Comprehensive Psychiatric Emergency Program (CPEP)

D.C. General Hospital Compound, 1905 E Street SE, Building 14

Washington, DC 20003

COTR: Cynthia Holloway

Office: 202.673-9312 / Email: Cynthia.Holloway@dc.gov

Addiction Prevention Recovery Administration (APRA)

1300 First Street, NE, 3rd Floor

Washington, DC 20002

COTR: Javon Oliver

Office: 202.727-8940 / Email: Javon.Oliver@dc.gov

Behavioral Health Services Division (MHSD)

821 Howard Rd, SE, Washington, DC 20020

35 K Street, NE, Washington, DC 20002

COTR: Gillian Daniels

Office: (202) 442-4210 / Email: Gillian.Daniels@dc.gov

G.13.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the Period of Performance; or
6. Authorize the use of District property, except as specified under the Contract.

G.13.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

PART I – THE SCHEDULE**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, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **\$500.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH 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 DBH to the replacement Contractor.

H.2 CONTRACTOR LICENSE/CLEARANCES

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

**H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE
HIPAA BUSINESS ASSOCIATE COMPLIANCE**

For the purpose of this agreement the Department of Behavioral Health (DBH), a covered component within the District of Columbia's Hybrid Entity shall be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended ("HIPAA Regulations") and [Contractor], as a recipient of Protected Health Information or electronic Protected Health Information from DBH, is a "Business Associate" as that term is defined by HIPAA. <http://dmh.dc.gov/node/816402>

H.4 COST OF OPERATION

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

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

- H.5.1 During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

H.6.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 *et seq.*

H.7 WAY TO WORK AMENDMENT ACT OF 2006

H.7.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

H.7.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

H.7.4 The DOES may adjust the Living Wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

H.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Contractor shall maintain its Payroll Records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid Contractor agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.7.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.8.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.8.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J) in which the Contractor shall agree that:

- (1) The First Source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
- (2) The First Source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.8.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("contract compliance

report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.8.4 If the Contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.8.5 The submission of the Contractor’s Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.8.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.8.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.8.6.

H.8.6 The Director/ACCO may waive the provisions of section H.8.4 if the Director/ACCO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and

Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.8.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.8.5 and H.8.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.8.4 or whether a waiver of compliance pursuant to section H.8.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.8.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.8.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this section H.8.8.

H.8.9 The provisions of sections H.8.4 through H.8.8 do not apply to nonprofit organizations.

H.9 PUBLICITY

H.9.1 The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

H.10.1 <http://ocp.dc.gov/publication/procurement-practices-reform-act-2010>

H.11 FREEDOM OF INFORMATION ACT

H.11.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a.3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the Agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH

with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.12 SUBCONTRACTING REQUIREMENTS

H.12.1 Mandatory Subcontracting Requirements - A Prospective Contractor responding to this Solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Bids responding to this RFQ/IFB shall be deemed nonresponsive and shall be rejected if the Contractor Fails to submit a subcontracting plan that is required by law. **For Contracts in equal to or in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with this Section. (Refer to website for complete details: <http://dmh.dc.gov/node/816392> - Dated April 2014)**

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

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SECTION II: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at:
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf

I.1.2 **DEPARTMENT OF LABOR WAGE DETERMINATIONS** The Contractor shall be bound by the Wage Determination No. 2005-2103 dated July 25, 2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District 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.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

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

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site.

<http://www.DMH.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTORS

I.8.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Director/ACCO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8.2 Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor Contractor.

I.9 SUSPENSION OF WORK

I.9.1 The Director/ACCO 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/ACCO 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/ACCO in the administration of this Contract, or by the Director/ACCO'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.9.2 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.9.3 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/ACCO 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.10 STOP WORK ORDER

I.10.1 The Director/ACCO 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.10.2 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/ACCO 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).
- I.10.3 If a stop-work order issued under this clause is canceled or the period of the extension thereof expires the Contractor shall resume work. The Director, Contracts and any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.
- I.10.4 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/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.10.5 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/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 INSURANCE

- I.11.1 The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for Thirty (30) days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor**

Washington, DC 20002

I.12 WORKERS' COMPENSATION INSURANCE

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease and \$500,000/disease policy limit shall be included.

I.13 COMMERCIAL GENERAL LIABILITY INSURANCE

I.13.1 A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent Contractors and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment shall be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.13.2 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least Thirty (30) days written notice to the District, prior to any termination or material alternation.

I.14 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the Contract, including option periods if any.

I.16 ANTI-KICKBACK PROCEDURES**I.16.1 Definitions:**

"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 Contractor in connection with a subcontract relating to a prime contract.

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

“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.16.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.
- I.16.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.16.4 “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.16.5 “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 Contractor 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.16.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.16.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
 - I.16.7.1 Providing or attempting to provide or offering to provide any kickback;
 - I.16.7.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.16.7.3 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.16.8 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.16.7 of this clause in its own operations and direct business relationships.
- I.16.9 When the Contractor has reasonable grounds to believe that a violation described in Paragraph I.16.7 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.
- I.16.10 The Director/ACCO 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/ACCO 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/ACCO when the monies are withheld.

I.17 ORDER OF PRECEDENCE

- I.17.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing

the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Solicitation by reference and made a part of the Contract:

- I.17.2 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al., CA 74285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)
- I.17.3 Wage Determination issued by the U.S Department of Labor, Dated July 25, 2014 (J.6)
- I.17.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.17.5 Sections A through J of this Contract Number **RM-14-IFB-156-BY4-MTD**, Signed Amendments by Bidder/Offeror and Waiver of Subcontracting Requirement
- I.17.6 Invitation for Bid (IFB) Submission dated _____
- I.17.7 Released Solicitation for the IFB dated August 15, 2014
- I.17.8 DBH Policies and Rules (J.4, J.5)

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

PART IV: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

Attachment Number	Document
REFERENCE	
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
J.2	Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al., CA 74285 http://dmh.dc.gov/page/dixon-settlement-agreement
J.3	2014 Living Wage Act Fact Sheet (The Living Wage Act of 2006) http://ocp.dc.gov/publication/2014-living-wage-fact-sheet
J.4	Department of Behavioral Health Policies and Rules (Double click on link) http://dmh.dc.gov/page/policies-rules
J.5	Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) http://dmh.dc.gov/node/243632
J.6	Wage Determination No. 2005-2103 (Revision 14) July 25, 2014 http://www.wdol.gov/sca.aspx
REQUIRE COMPLETION AND SUBMISSION WITH BID/OFFER	
J.7	First Source Agreement – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$300,000.00 – http://ocp.dc.gov/publication/first-source-employment-agreement-rev-2013
J.8	Tax Certification Affidavit http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/tax_certification_affidavit.pdf
J.9	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.10	Bidder/Offeror Certification Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx
J.11	Mandatory Subcontracting Requirements – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$ \$250,000.00. http://dmh.dc.gov/node/816392

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

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

PART IV: REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
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SECTION K**REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTORS****K.1 TAX CERTIFICATION**

Each Bidder shall submit with its Bid Response, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION**K.3.1 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.4 EMPLOYMENT AGREEMENT

For all Bids/Offers over \$100,000, except for those in which the Prospective Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Solicitation and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Solicitation are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of

Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Contractor also agrees to notify all perspective Subcontractors, prior to execution of any Contractual agreements, that the Subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

Name _____ Title _____

Signature _____ Date _____

K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

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

Prospective Contractor: _____ Date: _____

Name: _____ Title: _____

Signature _____

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

K.6 WALSH-HEALY ACT

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

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

- (c) Regular Dealer

_____ The Prospective Contractor is a Regular Dealer.

_____ The Prospective Contractor is not a Regular Dealer.

- (d) Manufacturer

_____ The Prospective Contractor is a Manufacturer.

_____ The Prospective Contractor is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Contractor shall check one of the following:

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

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

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Prospective Contractor is considered to be a certification by the signatory that:
- (b) The prices in this Solicitation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
 - 1. those prices
 - 2. the intention to submit a Contract, or
 - 3. the methods or factors used to calculate the prices in the Contract;
- (c) The prices in this Solicitation have not been and shall not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and
- (d) No attempt has been made or shall be made by the Prospective Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (e) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - 1. Is the person in the Prospective Contractor's organization responsible for determining the prices being offered in this Solicitation 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 Solicitation and the title of his or her position in the Prospective Contractor's organization);
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (f) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 ACKNOWLEDGMENT OF AMENDMENTS

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

<u>Amendment No.</u>	<u>Date</u>	<u>Name of Authorized Representative</u>	<u>Title of Authorized Representative</u>	<u>Signature of Authorized Representative</u>

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

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this Solicitation. The Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) 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.1.2 The District intends to Award a single contract resulting from this Solicitation to the responsive and responsible Bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.2 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.2.3 The Bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this Award. Failure to bid on all CLINs shall render the bid non-responsive and disqualify a bid.
- L.2.4 The Bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

- L.3.1 Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the works is be accomplished. Bidders shall not be relieved from assuming all responsibility for properly estimating 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.4 BID FORM, ORGANIZATION AND CONTENT

- L.4.1 All applicable documents are to be signed in blue ink. Each Bid if mailed or hand delivered (facsimiles or electronic submissions shall NOT be accepted) shall be submitted in a sealed envelope conspicuously marked "Invitation for Bid No. **RM-14-IFB-156-BY4-MTD**", title and name of Bidder.
- L.4.2 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.5 BID SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BID AND LATE BID

L.5.1 The District shall conduct an Optional Pre-Bid Conference on **MONDAY, AUGUST 25, 2014 FROM 3:00PM UNTIL 4:00 PM at the Department of Behavioral Health located at 64 New York Avenue, Northeast, 3RD Floor, Conference Room number 320, Washington, DC 20002.**

- a) Prospective Bidders shall be given an opportunity to ask questions regarding this Solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Bid Conference attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than ten (10) days after the release of the Solicitation.
- b) Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the Optional Pre-Bid Conference are only intended for general discussion and Do Not represent the District's Formal Position.

L.5.1.1 Official Answers shall be provided in writing to all Prospective Bidders who are listed on the official Bidders' list as having received a copy of the Solicitation, RM-14-IFB-156-BY4-MTD and shall be issued as an Amendment to this solicitation.

L.5.2 BID SUBMISSION - Bids shall be submitted with one (1) original and two (2) copies of the written response. Each IFB response shall be submitted in a sealed large envelope conspicuously marked:

"BID in Response to Solicitation No. **RM-14-IFB-156-BY4-MTD**"

No Later than September 8, 2014 at 12:00 noon local EST to the following address:

**Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002**

L.5.2.1 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:

- (a) The Bid or Modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of Bids;
- (b) The Bid or Modification was sent by mail and it is determined by the Director of Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The Bid is the only Bid received.
- (d) The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this Solicitation. The Bidder's solicitation submission must be signed in Blue Ink. DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Bid/Offer.

L.5.2.2 Withdrawal or Modification of Bids - A Bidder/Offeror shall modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the Solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

L.5.3 Postmarks - The only acceptable evidence to establish the date of a late Bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Bid, Modification or Request for Withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the Bid shall be considered late unless the Bidder/Offeror can furnish evidence from the postal authorities of timely mailing.

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 shall be accepted.

L.5.5 Late Bids - A late Bid, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.6 **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.7 **BID OPENING**

The District shall make publicly available the name of each bidder, the bid price and other information that is deemed appropriate. **Bid Opening shall take place on September 8, 2014 at 12:30 PM EST at the Department of Behavioral Health.**

**Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor
Washington, DC 20002**

L.8 BID PROTESTS

Any actual or prospective Bidder or Offeror 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 ten (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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the DBH Director of Contracts and Procurement Services/Agency Chief Contracting Officer.

L.9 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any amendment to this Solicitation. The District must receive the acknowledgment by the date and time specified for receipt of bids. A Bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.10 BIDS WITH OPTION YEARS

The Bidder shall include option year prices in its Bid. A Bid may be determined to be nonresponsive if it does not include option year pricing.

L.11 LEGAL STATUS OF BIDDER

Each Bid must provide the following information:

L.11.1 Name, address, telephone number and federal tax identification number of Bidder;

L.11.2 A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such 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 If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

L.12 QUESTIONS ABOUT THE SOLICITATION

If a prospective Bidder has any questions relative to this Solicitation, the Prospective Bidder shall submit the question **in writing** to:

Mr. Samuel J. Feinberg, CPPO, CPPB

Director Contracts and Procurement

Agency Chief Contracting Officer

Department of Behavioral Health

Contracts and Procurement Services

64 New York Avenue, N.E. 2nd Floor

Washington, DC 20002

Samuel.feinberg@dc.gov cc: Margaret.Desper@dc.gov

The Prospective Bidder should submit questions **no later than seven (7) Days prior to the closing date and time indicated for this Solicitation. The District may not consider any questions received less than seven (7) Days before the date set for submission of bids. The District shall furnish responses via an Amendment to the Solicitation. Amendment shall be issued if the Director/ACCO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective Bidder. Oral explanations or instructions given by District officials before the award of the Contract shall not be binding.**

L.13 UNNECESSARILY ELABORATE BIDS

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

L.14 RETENTION OF BIDS

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

L.15 BID COSTS

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

L.16 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.17 ACCEPTANCE PERIOD

The Bidder agrees that its Bid remains valid for a period of 120 days from the IFB's closing date.

L.18 FAILURE TO SUBMIT BIDS/OFFERS

Recipients of this IFB not responding with a Bid should not return this solicitation. Instead, they should advise the, Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO), Department of Behavioral Health, 64 New York Avenue, N.E., 2nd 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/ACCO of the reason for not submitting a Bid in response to this IFB. If a recipient does not submit a Bid and does not notify the Director/ACCO, Department of Behavioral Health that future Solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.19 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.19.1 Vendors who include in their Bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.19.2 If, however, a Contract is awarded to this Bidder/Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s right to use, without restriction, information contained in this bid if it is obtained from another source. The data subject to the restriction are contained in sheets (inset page numbers or other identification of sheets”).

L.19.3 Mark each sheet of data it wishes to restrict with the following legend:

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

L.20 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
E-Mail: Samuel.Feinberg@dc.gov

L.21 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.21.1 To be determined responsible, a prospective Contractor must demonstrate that it:

- (l) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (m) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (n) Has a satisfactory performance record;
- (o) Has a satisfactory record of integrity and business ethics;

- (p) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (q) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (r) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control and technical skills;
- (s) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
- (t) Has not exhibited a pattern of overcharging the District;
- (u) Does not have an outstanding debt with the District or the federal government in a delinquent status; and is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.21.2 If the prospective Contractor fails to supply the information requested, the Director/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Director/ACCO shall determine the prospective Contractor to be Non-Responsible.

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

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

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
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SECTION M: EVALUATION FACTORS**M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime Contractors as follows:

- M.1.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture shall receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO shall verify the Bidder's certification with DSLBD and the Bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

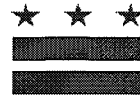
The District shall evaluate bids for award purposes by evaluating the total price for all Options as well as the Base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded shall be determined at the time each option is exercised.

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

J.7 ATTACHMENT



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
NON CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT START DATE: _____ PROJECT END DATE: _____
EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
CONTACT PERSON: _____
TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION
NUMBER: _____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME
CONTRACTOR: _____
NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: ☐ Yes ☐ No

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted project or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at \$300,000 or more.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or

District vocational rehabilitation program;

5. Unemployed for six (6) months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of the project or contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the projected hire dates;
2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the project or contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;

6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
 7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
 8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
 9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
 10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;
 11. A strategy to ensure that DC residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
 12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
 13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.
- O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant's initial lease.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training

programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.

- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER with Projects valued at a minimum of \$5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.
- C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- D. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Project;
 5. Number of DC residents transferred to the Project;
 6. Direct or indirect labor cost associated with the project;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire project tenure.
- E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form to DOES.. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage

requirements for all new jobs created by the Project that will include the following documentation:

- a. Documentation supporting EMPLOYER'S good faith effort to comply;
- b. Referrals provided by DOES and other referral sources; and
- c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
6. Whether the EMPLOYER interviewed employable candidates;
7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most

recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

X. PENALTIES

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount

of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Projects for a period of five (5) years.
- C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

EMPLOYER Senior Official

Name of Company

Address

Telephone

Email

Associate Director for First Source
Department of Employment Services
4058 Minnesota Avenue, NE
Third Floor
Washington, DC 20019
202-698-6284
firstsource@dc.gov

Date

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

J.8 ATTACHMENT

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Name of Organization/Entity
Business Address (include zip code)
Business Phone Number(s)**

**Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

J.9 ATTACHMENT

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers)	
1. Name of Company which owns or controls the establishment for which this report is filed	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> Address (Number and street) </div> <div style="width: 10%;"> City or Town </div> <div style="width: 10%;"> Country </div> <div style="width: 10%;"> State </div> <div style="width: 10%;"> Zip Code </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> b. Employer Identification No. </div> <div style="width: 10%;"> a. </div> </div>	
2. Establishment for which this report is filed.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> a. Name of establishment </div> <div style="width: 10%;"> c. </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> Address (Number and street) </div> <div style="width: 10%;"> City or Town </div> <div style="width: 10%;"> Country </div> <div style="width: 10%;"> State </div> <div style="width: 10%;"> Zip Code </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> b. Employer Identification No. </div> <div style="width: 10%;"> d. </div> </div>	
3. Parent of affiliated Company	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> a. Name of parent or affiliated Company </div> <div style="width: 10%;"> b. Employer Identification No. </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> Address (Number and Street) </div> <div style="width: 10%;"> City or Town </div> <div style="width: 10%;"> Country </div> <div style="width: 10%;"> State </div> <div style="width: 10%;"> Zip Code </div> </div>	
Section C - ESTABLISHMENT INFORMATION	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis </div> <div style="width: 45%;"> 2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis </div> </div>	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	

DAS 84-404

(Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete)

84-2P891

SECTION D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE			
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?

a. ☐ Visual Survey

c. ☐ Other Specify _____

b. ☐ Employment Record

2. Dates of payroll period used

3. Pay period of last report submitted for this establishment.

Section E - REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

- Check One
1. ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2. ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official

Title

Signature

Date

Name of person contact regarding This report (Type of print)

Address (Number and street)

Title

City and State

Zip Code

Telephone

Number

Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

**DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION**

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.	
BID NO. _____	CCB NUMBER: _____ of _____ pages
<p><small>*NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.</small></p>	
NAME OF PRIME CONTRACTOR: _____	AMOUNT OF PRIME CONTRACT: \$ _____
TELEPHONE NO. _____	AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____ % OF THE PRIME CONTRACT.
PROJECT NAME: _____	ADDRESS: _____
ADDRESS: _____	PROJECT DESCRIPTIONS: _____
WARD NO.: _____	

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. NBCC CERT. NO.	5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF SUBCONTRACT equals(=) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. \$ _____

PERCENT OF PRIME CONTRACT. _____ %

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS								TIMETABLES	
JOB CATEGORIES	MALE				FEMALE				
			AMERICAN				AMERICAN		
	BLACK	ASIAN	INDIAN	HISPANIC	BLACK	ASIAN	INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A " <u>MINORITY FINANCIAL INSTITUTION</u> " _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

J.10 ATTACHMENT

**OFFICE OF CONTRACTING AND PROCUREMENT
BIDDER/OFFEROR CERTIFICATION FORM**

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeree's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeree's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeree's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeree's business. Part 4 concerns the bidder's/offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeree's financial and organizational status. Part 7 requires the bidder/offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeree is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			

Additional Instructions for Section I, Parts 2 through 6: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/officer with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/officer:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.

PART 4: CERTIFICATES AND LICENSES

Within the past five (5) years, has the bidder/officer:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/officer's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/officer:

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeree had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeree failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeree failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeree owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeree been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeree identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeree shall update any response provided in Section I of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and	
(b) Prior to the exercise of an option year contract.	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) 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 bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 2.3 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

SECTION IV: CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:

Telephone #:

Fax #:

Title:

Email Address:

Date:

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

J.11 ATTACHMENT

H.12 MANDATORY SUBCONTRACTING REQUIREMENTS

H.12.1 Mandatory Subcontracting Requirements

H.12.1.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.12.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.12.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.12.1.1 and H.12.1.2.

H.12.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of Section H.12.1. The prime Contractor responding to this Solicitation which is required to subcontract shall be required to submit with its Bid, a notarized statement detailing its subcontracting plan. Bids responding to this solicitation shall be deemed nonresponsive and shall be rejected if the Bidder is required to subcontract, but fails to submit a subcontracting plan with its Bid. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.12.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.12.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.12.2.4** The name of the individual employed by the prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual;
- H.12.2.5** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.12.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Contracting Officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.12.2.7** Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.12.2.8** A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.10.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.12.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

- H.12.3.1** The dollar amount of the Contract or procurement;

- H.12.3.2** A brief description of the goods procured or the services contracted for;
- H.12.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.12.3.4** Whether the subcontractors to the Contract are currently certified business enterprises;
- H.12.3.5** The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.12.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.12.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.12.4 Subcontractor Standards

A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.12.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.12.5.1** If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.12.5.2** There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.12.5.3** A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ <div style="text-align: right; margin-right: 50px;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____			Point of Contact: _____ <div style="text-align: right; margin-right: 50px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">SBE:</td> <td style="padding: 2px 10px;">LBE:</td> <td style="padding: 2px 10px;">DBE:</td> <td style="padding: 2px 10px;">DZE:</td> <td style="padding: 2px 10px;">ROB:</td> <td style="padding: 2px 10px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ <div style="text-align: right; margin-right: 50px;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer	Signature	Date

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) SBE: LBE: DBE: DZE: ROB: LRB:			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SUBCONTRACTOR INFORMATION:				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) SBE: LBE: DBE: DZE: ROB: LRB:			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SUBCONTRACTOR INFORMATION:				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) SBE: LBE: DBE: DZE: ROB: LRB:			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SUBCONTRACTOR INFORMATION:				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) SBE: LBE: DBE: DZE: ROB: LRB:			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SUBCONTRACTOR INFORMATION:				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1 st , 2 nd , 3 rd LSDBE Certification Number: _____ Certification Status: (check all that apply) SBE: LBE: DBE: DZE: ROB: LRB:			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	