

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YOUR AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 OF 73	
		3. CONTRACT NUMBER: RM-13-IFB-135-BY4-MA	
		4. SOLICITATION NUMBER: RM-13-IFB-135-BY4-MA	
		5. DATE ISSUED:	
		6. OPENING DATE: THURSDAY, JULY 25, 2013 CLOSING DATE & TIME: THURSDAY, AUGUST 22, 2013 @2:00 PM.	
7. TYPE OF SOLICITATION: N/A INVITATION FOR BIDS		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: Samuel.Feinberg@dc.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	47-53
x	B	Supplies/Services and Price/Costs	2-9	PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement	10-18	x	J	List of Attachments	54
x	D	Packaging and Marking	19-20	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	21-24	x	K	Representations, Certifications and other Statements of The Contractors	55-59
x	F	Deliveries or Performance	25-26	x	L	Instrs. Conds., & Notices to The Contractors	60-69
x	G	Contract Administration	27-32				
x	H	Special Contract Requirements	33-46	x	M	Evaluation Factors for Award	70-73

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within Seventeen (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 CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DMH)

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

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

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF CONTRACT	3
B.2	CONTRACT TYPE	3
B.3	ORDERING PROCEDURES	3
B.4	SCHEDULE B - PRICING SCHEDULE	4-9

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

B.1 PURPOSE OF CONTRACT

The Department of Mental Health (DMH)/ Mental Health Services Division (MHSD) located at 35 K St, NE Washington, DC 20002 is now accepting Invitation for Bids (IFB) for Security Enhancements and Upgrades including but not limited to such as domed mirrors, CCTV cameras and card readers at specified points throughout the building to ensure the safety of the Mental Health Consumers and Staff. The Clinic provides services through scheduled appointments and walk in services Monday through Friday with some services occurring after normal business hours. In addition, the Clinic also dispenses medications prescribed by staff psychiatrists.

This requirement shall require a Contractor to furnish the necessary Labor Supervision, Equipment, Parts, Materials and Supplies to upgrade the Electrical Security System.

The areas within MHSD located at 35 K Street, NE that require Security Enhancements and Upgrades are as follows: Front Desk Reception Area 1st Floor * 2nd Floor * 3rd Floor * All Entrance and Exit Doors * Parking Lot

B.2 CONTRACT TYPE

The District contemplates award of a Fixed Unit Price Contract in accordance with 27 DCMR, Chapter 24.

B.3 ORDERING PROCEDURES

Response to this Request for Bid (RFB) requires completion and signature of Section A (Page 1) and Schedule B Price Sheet (Pages 4-13), written response to the evaluation criteria in Section M and all must be submitted as instructed in Section L to the following DMH Contract Staff Assistant:

Meredith Alexander
Contract Specialist
Department of Mental Health
Contracts & Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-3173
Fax (202) 671-3395 or (202) 671-3194
Email: Meredith.Alexander@dc.gov

B.4 SCHEDULE B - PRICING SCHEDULE

SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work.				
0001	Control Panel KP-BAT-TX-SP-JCAN	1	Each	\$_____	\$_____
0002	Ethernet Port M1	1	Each	\$_____	\$_____
0003	Receiver 2	3	Each	\$_____	\$_____
0004	Panic Buttons Hold up	82	Each	\$_____	\$_____
0005	Repeaters	6	Each	\$_____	\$_____
0006	Data Bus Port	1	Each	\$_____	\$_____
0007	Transformer 9V 15VA 4 Panel	6	Each	\$_____	\$_____
0008	Flashing Strobe Light	2	Each	\$_____	\$_____
0009	8 Door Control Unit	1	Each	\$_____	\$_____
0010	Software	1	Each	\$_____	\$_____
0011	Request to Exit Detectors	8	Each	\$_____	\$_____
0012	Cards/50 Prox Cards /Fobs	2	Each	\$_____	\$_____
0013	Card Readers	8	Each	\$_____	\$_____
0014	Electric Strike/Face Plate	8	Each	\$_____	\$_____
0015	RS232/TCP/IP/Converter	1	Each	\$_____	\$_____
0016	Communicator/Adapter	1	Each	\$_____	\$_____
0017	12 V 7amp Battery	2	Each	\$_____	\$_____
0018	Plug in Transformer	2	Each	\$_____	\$_____
0019	Surface Door Contacts	10	Each	\$_____	\$_____
0020	22 awg 6 cond/Sheilded Plenum	12	Each	\$_____	\$_____
0021	18 awg 6 cond/Sheilded Plenum	12	Each	\$_____	\$_____
0022	Fixed Dome 600 TVL Camera	16	Each	\$_____	\$_____
0023	Camera Monitor 22 Inch	4	Each	\$_____	\$_____

**SECURITY ENHANCEMENTS AND UPGRADES
 AT 35 K STREET, NE WASHINGTON, DC 20002
 RM-13-IFB-135-BY4-MA**

0024	Transformer	2	Each	\$_____	\$_____
0025	Convex/ Mirror	2	Each	\$_____	\$_____
0026	DVR - HRG Series 16 CH 480IPS	1	Each	\$_____	\$_____
0027	CCTV Simese/Cable	17	Each	\$_____	\$_____
0028	Transformer	2	Each	\$_____	\$_____
0029	18/2	4	Each	\$_____	\$_____
0030	Two Button Door	2	Each	\$_____	\$_____
0031	EMG Exit Alarm	1	Each	\$_____	\$_____
0032	Alm RCV	2	Each	\$_____	\$_____
0033	Boxes, Cables/4 Access	200	Each	\$_____	\$_____
0034	Labor	200	Hours	\$_____	\$_____
0035	Interior Dome Mirrors (MSRP)	15	Each	\$_____	\$_____
0036	Exterior wall Mounted Mirrors (MSRP)	2	Each	\$_____	\$_____
0037	Furnish and Install Brush Nickel Track with 3/8" Plexi Glass with Polished Edges	1	Each	\$_____	\$_____
0038	Install 2-(175x32) Speaker Plates on Counters on the 2nd and 3rd floor Front Desk Counters	1	Each	\$_____	\$_____
0039	Scheduled Maintenance	4	Quarterly	\$_____	\$_____
0040	Maintenance & Repairs	1	Hours	\$_____	\$_____
0041	Warranty Equipment Review	1	Each	\$_____	\$_____
0042	Extended Warranty	1	Each	\$_____	\$_____
GRAND TOTAL				\$_____	\$_____

	Print Name				

	Title				

	Signature				

	Date				

**B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
 OPTION YEAR ONE (1)**

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work.				
0001	Scheduled Maintenance	4	Quarterly	\$_____	\$_____
0002	Maintenance & Repairs	1	Hours	\$_____	\$_____
0003	Warranty Equipment Review	1	Each	\$_____	\$_____
0004	Extended Warranty Equipment Review	1	Each	\$_____	\$_____
GRAND TOTAL				\$_____	\$_____

	Print Name				

	Title				

	Signature				

	Date				

**B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
 OPTION YEAR TWO (2)**

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work.				
0001	Scheduled Maintenance	1	Quarterly	\$_____	\$_____
0002	Maintenance & Repairs	1	Hours	\$_____	\$_____
0003	Warranty Equipment Review	1	Each	\$_____	\$_____
0004	Extended Warranty Equipment Review	1	Each	\$_____	\$_____
GRAND TOTAL				\$_____	\$_____

	Print Name				

	Title				

	Signature				

	Date				

**B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
 OPTION YEAR THREE (3)**

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work.				
0001	Scheduled Maintenance	1	Quarterly	\$_____	\$_____
0002	Maintenance & Repairs	1	Hours	\$_____	\$_____
0003	Warranty Equipment Review	1	Each	\$_____	\$_____
0004	Extended Warranty Equipment Review	1	Each	\$_____	\$_____
GRAND TOTAL				\$_____	\$_____

	Print Name				

	Title				

	Signature				

	Date				

**B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
 OPTION YEAR FOUR (4)**

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	The Contractor shall provide all resources to perform the services in accordance to the Scope of Work.				
0001	Scheduled Maintenance	1	Quarterly	\$_____	\$_____
0002	Maintenance & Repairs	1	Hours	\$_____	\$_____
0003	Warranty Equipment Review	1	Each	\$_____	\$_____
0004	Extended Warranty Equipment Review	1	Each	\$_____	\$_____
GRAND TOTAL				\$_____	\$_____

	Print Name				

	Title				

	Signature				

	Date				

END OF SECTION B

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
C.1	SCOPE OF WORK	11-12
C.2	SPECIFIC REQUIREMENTS	12-13
C.3	CONTRACTOR QUALIFICATIONS	13
C.4	STANDARD OF RESPONSIBILITY	13-14
C.5	STANDARD OF PERFORMANCE	14
C.6	ADVERTISING AND PUBLICITY	14
C.7	CONFIDENTIALITY	15
C.8	RIGHTS IN DATA	15-18

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK:

C.1.1 The Department of Mental Health (DMH)/ Mental Health Services Division (MHSD) located at 35 K St, NE Washington, DC 20002 is now accepting Invitation for Bid (IFB) for Security Enhancements and Upgrades including but not limited to such as domed mirrors, CCTV cameras and card readers at specified points throughout the building to ensure the safety of the Mental Health Consumers and Staff. The Clinic provides services through scheduled appointments and walk in services Monday through Friday with some services occurring after normal business hours. In addition, the Clinic also dispenses medications prescribed by staff psychiatrists.

This requirement shall require a Contractor to furnish the necessary Labor Supervision, Equipment, Parts, Materials and Supplies to upgrade the Electrical Security System.

The areas within MHSD located at 35 K Street, NE that require Security Enhancements and Upgrades are as follows: Front Desk Reception Area 1st Floor * 2nd Floor * 3rd Floor * All Entrance and Exit Doors * Parking Lot * Office Spaces * Treatment Rooms.

C.1.2 The Security Enhancements and Upgrades must be and/or have:

Access Control:

- Signage to clearly define the main entrance and front of the building.
- Install card readers at the Receptionist areas on the second and third floors with an additional card access reader at the Receptionist desk, to control Customers access upon arrival at the building.

Onsite Parking:

- Install an exterior large heavy duty convex mirror for visibility of vehicle and pedestrian traffic. Place the mirror on the west corner, structure wall of the 35 K, St, NE complex and the driveway entrance. Pre-determine the appropriate height and angle to provide maximum visibility to drivers on the DMH parking lot as they enter and exit the parking lot.

CCTV:

- Day/night fixed CCTV cameras must be installed around the perimeter of the facility, with increased coverage levels in the parking lot and at the facility main entrance.
- Color dome fixed CCTV cameras must be installed in the main lobby of the facility, and in the main hallways of each floor, to include the hallways on the second and third floors.
- Install 360 degree T-Bar mirrored dome and panel reflective mirrors in the hallways of the first, second, and third floors. Placement must be at the half way point and rear of DMH, on all three story hallway floors. Install in the ceiling tiles to provide

maximum visibility for personnel walking in the hallway. The mirrors shall provide the ability to glance up and determine who is walking behind them.

Intrusion Detection & Alarms:

- Install duress buttons at all reception desks in each lobby and on the Pharmacists desk in the Pharmacy, Treatment Rooms, Laboratory and all designated Office Spaces in the building.

Signage:

- Post signs on both sides of the DMH/MHSD entrance exterior wall stating “*All Persons and Packages are Subject to Search Upon Entry*”.
- Post “Video Surveillance” in use signs on the east and south exterior walls of DMH facing the parking areas.
- The building must be clearly identifiable as District property.
- The street number must be easy to read from the street, to aid responders to an emergency.
- The main entrance must be identified clearly as the entrance for all visitors.
- All emergency exits must be labeled “Fire exit only – Alarm will sound.”

C.2 SPECIFIC REQUIREMENTS

C.2.1 This requirement shall require a Contractor to furnish the necessary labor Supervision, equipment, parts, materials and supplies to upgrade and enhance Security System.

C.2.2 The areas within DMH/MHSD located at 35 K Street, NE that require Security Enhancements and Upgrades are as follows:

- Front Desk Reception Area 1st Floor
- 2nd Floor * 3rd Floor
- All Entrance and Exit Doors
- Parking Lot
- All Staff Offices
- Treatment Rooms
- Laboratory
- Pharmacy

C.2.3 Contractor must complete all work between the hours of 7:00 A.M and 8:00 P.M.

C.2.4 The Contractor shall provide the following:

- a) Access Control software and readers with connectivity to main computer/network, Main Entrance Door, Main Floor Rear Hallway Door, 1st Floor Exit Doors to

Parking Lot end and 3rd Floors Entrance Door on both side of Hall way connecting to Staff areas.

- b) Electric strikes/face plates to the 1st, 2nd and 3rd Entrance Doors to Staff area.
- c) Electronic release buttons to 1st, 2nd and 3rd Floor Entrance Doors to Staff areas
- d) Electronic strikes to Exit Doors 1st, 2nd and 3rd Floors Entrance/Exit Doors to Staff areas.
- e) Door prop sensors 1st, 2nd and 3rd Floors Entrance/Exit Doors to Staff areas.
- f) Access cards (Quantity of 100) for Staff Members.
- g) CCTV DVR to be connected in Telecommunications Room.
- h) CCTV Ccameras 14 inside and 2 for Exterior Parking Lot.
- i) CCTV Monitors – Reception Desk – 2nd & 1st Floor Telecom Room.
- j) Panic buttons located in all staff offices and stairwell on the 1st, 2nd & 3RD Floors
- k) Strobe Lights located at Security and Reception Desk Area.
- l) Convex mirrors located at parking lot entrance.
- m) Emergency Exit Signs – 1st Floor Exit Doors to Parking Lot Inside.
- n) Security Signage – 1st Floor Video Surveillance/Package Subject to Search
- o) Emergency Exit Door Alarms – 1st Floor Exit Doors to Parking Lot with Key Shunt.
- p) Lot Cable – all locations shielded plenum.
- q) Lot Boxes, Connectors and Power Supplies etc. at all required locations.
- r) Contractor shall provide Training of Management Staff, along with providing specific policy and procedure manual for operation of upgraded system.
- s) The Contractor shall conduct tests to validate that the equipment meets the specifications and requirements, which tests shall be performed to reasonable satisfaction.
- t) The Contractor shall provide services during Regular Working Hours.
- u) Furnish and Install Brush Nickel Track with 3/8' Plexi Glass with polished edges. Install 2-(175x32) Speaker Plates on counters on the 2nd and 3rd Floor Front Desk.

C.2.6 Furnish and Install Brush Nickel Track with 3/8" Plexi Glass with polished edges accessorized with Speaker Plates.

C.3 CONTRACTOR QUALIFICATIONS

C.3.1 The Contractor must provide documentation of similar work experience for the scope of work involved.

C.4 STANDARDS OF RESPONSIBILITY

C.4.1 The Contractor shall demonstrate to the satisfaction of DMH the capability in all respects to perform fully the contract requirements, therefore, the Contractor shall submit the documentation listed below, within Five (5) days of the request by DMH.

- C.4.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- C.4.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- C.4.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- C.4.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- C.4.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- C.4.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- C.4.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- C.4.9 If the 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.5 STANDARD OF PERFORMANCE

- C.5.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C.6 ADVERTISING AND PUBLICITY

- C.6.1 Unless granted prior, express, written authorization by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses recommended or preferred the Contractor's services; shall not use the DMH logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefits.

C.7 CONFIDENTIALITY

C.7.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.3 of this Contract.

C.8 RIGHTS IN DATA

C.8.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

C.8.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

C.8.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

C.8.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

C.8.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this contract, are works made for hire and are the sole property of the District; but, to the

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

- C.8.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- C.8.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - C.8.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - C.8.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
 - C.8.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- C.8.7 The restricted rights set forth in section I-17.6 are of no effect unless:
- C.8.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- C.8.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the

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

- C.8.7.3 In addition to the rights granted in Section I-17.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-17.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- C.8.7.4 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-17.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- C.8.7.5 For all computer software furnished to the District with the rights specified in Section I-17.3, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-17.7. For all computer software furnished to the District with the restricted rights specified in Section I-17.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor must be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- C.8.7.6 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- C.8.7.7 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
- C.8.7.8 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

C.8.7.9 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

C.8.7.10 Sections I.17.6, I.17.7, I.17.8, I.17.11 and I.17.12 in this clause are not applicable to Material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of

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

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
D.1 & D.2	PACKAGING AND MARKING	20

SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/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

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
E.1	INSPECTION OF SUPPLIES AND SERVICES	22
E.2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES	22-23
E.3	TERMINATION FOR CONVENIENCE	23
E.4	TERMINATION FOR DEFAULT	23-24

PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

- E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/
Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services
Contracts dated March 2007 (Attachment J.1)**

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (To open, “right click on mouse,” select “open hyperlink select “OK”)

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 DMH 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 DMH 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, DMH 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 DMH 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, Contracts and Procurement Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DMH.
- E.2.4.3 DMH may, at its option, perform the Contracted services by the DMH personnel or other means.
- E.2.5 In the case of unsatisfactory work, DMH:
- 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 DMH.

E.3 TERMINATION FOR CONVENIENCE

E.3.1 The DMH 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 DMH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DMH shall have the right to settle or pay any termination settlement Bid 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 Bids 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 DMH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (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 DMH 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 DMH'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 Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3. If DMH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- 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, DMH may require the Contractor to transfer title and deliver to DMH 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 DMH has an interest.
- E.4.7 DMH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.
- 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 DMH.
- E.4.9 The rights and remedies of DMH 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

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
F.1	CONTRACT TYPE	26
F.2	PERIOD OF PERFORMANCE	26
F.3	OPTION TO EXTEND THE TERM OF THE CONTRACT	26
F.4	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	26

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 CONTRACT TYPE

F.1.1 The District contemplates awarding a Firm Fixed Unit Price Contract.

F.2 PERIOD OF PERFORMANCE

F.2.1 Performance under this Contract shall be in accordance with the Terms and Conditions set forth herein and by any modifications made there to. The Period of Performance (POP) for this Contract shall be from Date of Award for One Year for (365 Days) as the Base Year with Four (4) One Year Option Periods as specified in Section B.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 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 Exercising of Options or a fraction thereof in this Contract is at the sole and absolute discretion of DMH based upon Satisfactory Performance on the Contract and the Availability of Funding at the time of exercising any Options. 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.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the Section B of the contract.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.4.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this contract, or in meeting any other requirements set forth in this contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor must 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 DMH.

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

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
G.1	CONTRACT ADMINISTRATION	28
G.2	TYPE OF CONTRACT	28-29
G.3	MODIFICATION	29
G.4	AVAILABILITY OF FUNDS	29
G.5	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	29
G.6	SUBMISSION OF INVOICES	30
G.7	THE QUICK PAYMENT CLAUSE	30-31
G.8	CERTIFICATION OF INVOICE	31
G.9	PAYMENT	31
G.10	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	31-32
G.11	RESPONSIBILITY FOR AGENCY PROPERTY	32
G.12	ASSIGNMENT OF PAYMENTS	32

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Contracts shall be entered into and signed on behalf of the Department of Mental Health (DMH) only by the DMH Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO). Correspondence or inquiries related to this contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue – 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.Feinberg@dc.gov

G.2 TYPE OF CONTRACT

This is a Firm Fixed Unit Price Contract for Security Enhancements and Upgrades Services. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this contract individuals working under this contract for DMH are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal services contract”. It is therefore, understood and agreed that the 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/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 MODIFICATIONS

G.3.1 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.3.2 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.3.3 In the event that the Contractor effects any changes at the instruction or request of any person other than the Director/ACCO, the changes 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.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond September 30, 2013. DMH'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 DMH for any payment may arise for performance under this contract beyond September 30, 2013, 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 (ACFO).

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

The Director/ACCO shall designate a COTR who shall, among other duties relating to this contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this contract and make recommendations to the Director/ACCO. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

Ms. Gillian Daniels
Administrative Officer
Mental Health Services Division
35 K Street, NE – Room 114
Washington, DC 20002
(202)-442-4210 – Office
(202) 727-0855 – Fax
Email: Gillian.Daniels@dc.gov

G.6 **SUBMISSION OF INVOICE**

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

Accounts Payable Office
Department of Mental Health
64 New York Avenue – 4th Floor
Washington, DC 20002
By email: dmh.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 DMH 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.7 **THE QUICK PAYMENT CLAUSE**

G.7.1 Interest Penalties to Contractors:

G.7.1.1 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.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any Thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.7.2 Payments to Subcontractors:

G.7.2.1 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 a 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.7.2.2 The Contractor must pay any lower-tier 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.7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any Thirty (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.7.2.4 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.8 **CERTIFICATION OF INVOICE**

COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer (CFO) within Five (5) working days after receipt of a satisfactory invoice.

G.9 **PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within Forty Five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the Procurement automated Support Systems (PASS) system. DMH shall only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.10 **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

For contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the

Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

G.11 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DMH for an 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 DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director/ACCO shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

G.12 ASSIGNMENT OF PAYMENTS

G.12.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract, to a bank, trust company or other financial institution.

G.12.2 Any assignment shall cover all unpaid amounts payable under this Contract and, shall not be made to more than one party.

G.12.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, 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)

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

PART I: THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
H.1	LIQUIDATED DAMAGES	34
H.2	CONTRACTOR LICENSES/CLEARANCES	34
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	34-38
H.4	COST OF OPERATION	39
H.5	PROTECTION OF PROPERTY	39
H.6	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	39
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	39
H.8	WAY TO WORK AMENDMENT ACT OF 2006	39-40
H.9	51% DISTRICT RESIDENTS NEW HIRES REQUIRMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	40-42
H.10	PRCUREMENT PRACTICES REFORM ACT (PPRA) 2010	42-43
H.11	FREEDOM OF INFORMATION ACT	43
H.12	PUBLICITY	43
H.13	MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)	43-46

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a 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, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$350.00 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 DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to The replacement Contractor.

H.2 CONTRACTOR LICENSE/CLEARANCES

H.2.1 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

H.3.1 Definitions

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

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

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.

- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate

obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

H.3.4 Obligations of DMH

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

H.3.5 Permissible Requests by DMH

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

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.3 by the Business Associate, DMH shall either:

- (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
 2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.3.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DMH to comply with the Privacy Rule.

H.4 COST OF OPERATION

H.4.1 All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.5 PROTECTION OF PROPERTY

H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.6.1 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.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

H.7.1 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.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 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.8.2 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.8.3 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.8.4 The DOES may adjust the Living Wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 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.8.6 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.8.7 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.8.8 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 provider 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.8.9 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.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H.9.1 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.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) 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.9.3 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.9.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.9.5 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.7.6.

H.9.6 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 certifies 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.9.7 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.9.8 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.9.9 The provisions of sections H.7.4 through H.8.8 do not apply to nonprofit organizations.

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

H.10.1 <http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010>

The purpose of the following information being provided is to help prospective bidder/offeror who has a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select "doing Business in the District of Columbia." scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form (see

attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. <http://dslbd.dc.gov>

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 DMH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DMH 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 DMH 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 PUBLICITY

Contractor shall at all times obtain the prior written approval from the CO 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.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.13.1 Mandatory Subcontracting Requirements

H.13.1.1 A Prospective Offeror responding to this solicitation must submit with its Bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror Fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

H.13.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, 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.13.1.3 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.9.1.1 and H.9.1.2.

H.13.1.4 Department of Small and Local Business Development

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North
Washington DC 20001
Office (202) 727-3900 Fax (202) 724-3786
Email dslbd@dc.gov
Website <http://dslbd.dc.gov>

H.13.2 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.9.1. 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 RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its Bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.13.2.1 Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.13.2.2 Statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.13.2.3 Names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.13.2.4 Name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.13.2.5 Description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.13.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the

subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.13.2.7 Assurances that the prime contractor shall 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;

H.13.2.8 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 will make such records available for review upon the District's request; and

H.13.2.9 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.13.3 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.13.3.1 The dollar amount of the Contract or Procurement;

H.13.3.2 Brief description of the goods procured or the services contracted for;

H.13.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.13.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.13.3.5 Dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.13.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.13.3.7 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.13.4 Subcontractor Standards

H.13.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility

Described in D.C. Official Code § 2-353.01.

H.13.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.13.5.1 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.13.5.2 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.13.5.3 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.

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

PART I: THE SCHEDULE
SECTION I - CONTRACT CLAUSES

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION	48
I.2	CONTRACTS THAT CROSS FISCAL YEARS	48
I.3	CONFIDENTIALITY OF INFORMATION	48
I.4	TIME	48
I.5	EQUAL EMPLOYMENT OPPORTUNITY	48
I.6	DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES	48
I.7	OTHER CONTRACTORS	49
I.8	SUBCONTRACTORS	49
I.9	SUSPENSION OF WORK	49
I.10	STOP WORK ORDER	50
I.11	INSURANCE	50-51
I.12	WORKER'S COMPENSATION	51
I.13	COMMERCIAL GENERAL LIABILITY INSURANCE	51
I.14	GOVERNING LAW	52
I.15	FIRST SOURCE EMPLOYMENT AGREEMENT	52
I.16	ANTI-KICKBACK PROCEDURES	52-53
I.17	ORDER OF PRECEDENCE	53

SECTION I: 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-1), are incorporated by reference into this contract. The Standard Provisions are attached hereto and can also be retrieved at:

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (Double click on link)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee of the District or 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

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

I.5.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. 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 MENTAL HEALTH POLICIES AND RULES

I.6.1 Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link. (Double click on link)
<http://dmh1.dc.gov/page/policies-rules>

I.7 OTHER CONTRACTORS

- I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such 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 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, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption, and the contract modified in writing accordingly
- I.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, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.10 STOP WORK ORDER

- I.10.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of Ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
- I.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, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-5).
- 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, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.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, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I.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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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
Government of the District of Columbia
Department of Mental Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

I.12 WORKERS' COMPENSATION INSURANCE

I.12.1 A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will 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 will 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

I.14.1 This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Mental Health and other pertinent laws, rules and relating to the award of public contracts in the District.

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

I.15.1 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 contract 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 contract 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, Contracts and Procurement/Agency Chief Contracting Officer.

I.16.10 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

I.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 contract 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 74-285 (TFH) (Dixon Settlement Agreement)

I.17.3 Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010

I.17.4 Standard Contract Provisions for the Use with District of Columbia Government Supply And Services Contracts, March 2007.

I.17.5 Sections A through J of this Contract Number

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

PART I: THE SCHEDULE

SECTION J: WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- J.1** Tax Certification Affidavit (Double click on link) **(1 PAGE) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.2** Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.3** First Source Agreement **(9 PAGES) (Double click on link)**
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%202012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%202012%207%2010%20FINAL2%20(2).pdf)
- J.4** Office of Contracting and Procurement Bidder/Offeror Certification Form **(5 PAGES) (Double click on link)**
<http://dc.gov/DCPS/Files/downloads/ABOUT%20DCPS/Doing%20Business%20with%20DCPS/Solicitation%20Attachments/J38CopyofBidderOfferorCertificationsForm.pdf>

WEB ADDRESSES FOR INFORMATIONAL DOCUMENTS

- J.5** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). **(27 PAGES) (Double click on link)**
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- J.6** Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) **(22 PAGES) (Double click on link)**
http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.7** Wage Determination No. 2005-2103 (Revision 12) June 13, 2012 **(10 PAGES) (Double click on link)** <http://www.wdol.gov/sca.aspx>
- J.8** Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) **(2 PAGES) (Double click on link)**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.9** Department of Mental Health Policies and Rules **(NEW) (Double click on link)**
<http://dmh1.dc.gov/page/policies-rules>
- J.10** Level of Care Utilization System (LOCUS/CALOCUS) Evaluations **(55 PAGES) (Double click on link)**
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL161.pdf>
- J.11** Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) **(18 PAGES) (Double click on link)**
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL165.pdf>

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

PART I: THE SCHEDULE

SECTION K

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

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
K.1	AUTHORIZED NEGOTIATORS	56
K.2	TYPE OF BUSINESS ORGANIZATION	56
K.3	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS	56-57
K.4	BUY AMERICAN CERTIFICATION	57
K.5	WALSH-HEALY ACT	57-58
K.6	DISTRICT EMPLOYEES NOT TO BENEFIT	58
K.7	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	58-59
K.8	ACKNOWLEDGEMENT OF AMENDMENTS	59

**SECTION K: REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for Bids. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

_____ a corporation incorporated under the laws of the State of

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

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

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____

(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL
OPPORTUNITY OBLIGATIONS**

K.3.1 Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in 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 **Offeror** for a Contract subject to the order. **I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and**

the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

K.4.1 The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 WALSH-HEALY ACT

K.5.1 If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000.00 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following items 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 hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR Chapter 50-202.2). Learners, student Learners, Apprentices and Handicapped Workers may be employed at less than the prescribed minimum wage (see 41 CFR Chapter 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 \$10,000.00 or more the following information **MUST** be furnished:

(c) Regular Dealer

_____ The Prospective Offeror is a Regular Dealer.

_____ The Prospective Offeror is not a Regular Dealer.

(d) Dealer Manufacture

_____ The Prospective Offeror is a Dealer Manufacture.

_____ The Prospective Offeror is not a Dealer Manufacture.

**K.6 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP
CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7**
http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf (Double click on link)

K.6.1 Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

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

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.7.1 (a) Each signature of the Offeror is considered to be a certification by the signatory that:

(1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:

- (i) those prices
- (ii) the intention to submit an Offer, or
- (iii) the methods or factors used to calculate the prices in the Offer;

(2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and

(3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.

- (b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the Offeror’s organization responsible for determining the prices being offered in this Offer, 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:

(Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

K.8 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following Amendments 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 *****

PART I: THE SCHEDULE

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
L.1	CONTRACT AWARD	62
L.2	RESERVED	62
L.3	BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS	62-64
L.4	EXPLANATION TO PROSPECTIVE OFFERORS	64
L.5	FAILURE TO SUBMIT OFFERS	64
L.6	RESTRICTION ON DISCLOSURE AND USE OF DATA	64-65
L.7	BID WITH OPTIONS YEARS	65
L.8	BID PROTESTS	65
L.9	SIGNING OF OFFERS	65-66
L.10	UNNECESSARILY ELABORATE BIDS	66
L.11	RETENTION OF BIDS	66
L.12	BID COSTS	66
L.13	ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS	66
L.14	CERTIFICATES OF INSURANCE	66-67

PART II: THE SCHEDULE

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS, CONTINUED

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
L.15	ACKNOWLEDGMENT OF AMENDMENTS	67
L.16	RESERVED	67
L.17	KEY PERSONNEL	67
L.18	ACCEPTANCE PERIOD	67
L.19	LEGAL STATUS OF CONTRACTOR	67-68
L.20	FAMILIARIZATION WITH CONDITIONS	68
L.21	STANDARDS OF RESPONSIBILITY	68-69
L.22	PRE-BID CONFERENCE	69

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a contract resulting from this solicitation to the responsive and responsible Offeror **whose** Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 RESERVED

L.2 RESERVED

L.2.1 RESERVED

L.2.2 RESERVED

L.2.3 RESERVED

L.2.3.1 RESERVED

L.2.3.2 RESERVED

L.2.3.2.1 RESERVED

L.2.3.2.2 RESERVED

L.2.3.2.3 RESERVED

L.2.3.2.4 RESERVED

L.2.3.2.5 RESERVED

L.2.3.2.6 RESERVED

L.2.3.2.7 RESERVED

L.2.4 RESERVED

L.2.4.1 RESERVED

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

L.3.1 Bid Submission

Bids must be submitted no later than **THURSDAY, AUGUST 22, 2013 AT 2:00 P.M. (EST) to the following address AND CLEARLY MARKED THAT IT IS AN INVITATION FOR BIDS SUBMISSION WITH THE SOLICITATION NUMBER: RM-13-RFP-135-BY4-MA in compliance with Section L.2:**

Government of the District of Columbia
Department of Mental Health
Contracting and Procurement Services
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
64 New York Avenue, NE 2nd Floor
Washington, DC 20002

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

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

L.3.2 Withdrawal or Modification of Bids

An Offeror may modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

L.3.3 Postmarks

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

shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Bids

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

L.4.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, Page One, Item #10 of this solicitation. The prospective Offeror shall submit questions no later than Seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than Seven (7) calendar days before the date set or submission of the Bids. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

L.5.1 Recipients of this solicitation not responding with an Offer must not return this solicitation. Instead, they must advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, NE 2nd Floor, Washington, DC 20002, Telephone (202) 671-3171/3173 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested those recipients advise the Director/ACCO of the reason for not submitting a Bid in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their Bids 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. If, however, a Contract is awarded to this 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 rights to use, without restriction, information contained in this Bid if it is obtained from another source. The data subject to this restriction are contained in Sheets (insert page numbers or other identification of Sheets)."

L.6.2 Mark each Sheets of data it wishes to restrict with the following legend:"Use or disclosure of data contained on the Sheet is subject to the restriction on the title page of this Bid."

L.7 BIDS WITH OPTIONS YEARS

L.7.1 The Offeror shall include option year prices in its Price Bid. An Offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 BID PROTESTS

L.8.1 Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than Ten (10) business days after the basis of protest is known or must have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which is apparent prior to the time set for receipt of initial Bids shall be filed with the Board prior to bid opening or the time set for receipt of initial Bids. In procurements in which Bids are requested, alleged improprieties which do not exist in the initial 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, NW, Suite 350N,
Washington, DC 20001
Phone: (202) 727-6597
Fax: (202) 727-3993
Email: cab@dc.gov

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

L.9 SIGNING OF BID OFFERS

L.9.1 **The Offeror shall sign the BID Offer in Blue Ink and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's BID submission must be signed in Blue Ink by an authorized negotiator as identified in Section K.1 of your submission. DMH 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 (*e.g.* Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. **Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.**

L.10 UNNECESSARILY ELABORATE BIDS

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF BIDS

L.11.1 All Bid documents shall be the property of the District and retained by the District and therefore shall not be returned to the Offeror.

L.12 BIDS COSTS

L.12.1 The District is not liable for any costs incurred by the Offeror in submitting Bids in response to this solicitation.

L.13 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.13.1 In addition to other bids submission requirements, the Contractor must submit within Ten (10) days of request 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.14 CERTIFICATES OF INSURANCE

L.14.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 prior to commencing work. Evidence of insurance shall be submitted within Ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Contract and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Samuel.Feinberg@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

L.15.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing And returning the amendment; (b) by identifying the amendment number and date in the Space provided for this purpose in Section K of the solicitation; or (c) by letter or telegra including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror’s failure to acknowledge an amendment may result in rejection of the Offer.

L.16 RESERVED

L.16.1 RESERVED

L.17 KEY PERSONNEL

L.17.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project, and shall identify the Project Manager who shall lead the day to- day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

L.18 ACCEPTANCE PERIOD

L.18.1 The Offeror agrees that its Offer remains valid for a period of One Hundred Twenty (120) days from the solicitation's closing date.

L.19 LEGAL STATUS OF CONTRACTOR

L.19.1 Offeror must provide as part of its Bid its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

L.19.2 Offeror must provide a copy with its Bid a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

- L.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

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

L.21 STANDARDS OF RESPONSIBILITY

The Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements; therefore, the Offeror shall submit the documentation listed below, within Five (5) days of the request by the District:

- L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.2.1.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.21.7 If the Offeror 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 Contracting Officer shall determine the Offeror to be non-responsible.

L.22 OPTIONAL PRE-BID CONFERENCE

L.22.1 The District shall conduct an Optional Pre-Bid Conference on **TUESDAY, AUGUST 6, 2013 at 3:00 P.M. EST** at the Department of Mental Health, 64 New York Avenue, N.E., 2nd Floor, Washington, D.C. 20002. Prospective Offerors 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 Offerors 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 Fifteen (15) days after the release of the solicitation.

L.22.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-Bid conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Bid conference in order to generate a formal answer, but in any event no fewer than Five (5) days prior to the date set for receipt of Bids. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

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

PART II: THE SCHEDULE

SECTION M

EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
M.1	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	69
M.2	APPLICATION OF PREFERENCES	69-70
M.3	MAXIMUM PREFERENCE AWARDED	70
M.4	PREFERENCES FOR CERTIFIED JOINT VENTURES	70
M.5	PREFERENCE FOR CERTIFIED BUSINESS ENTERPRISES	70
M.6	EVALUATION OF PROMPT PAYMENT DISCOUNT	70-71

SECTION M – PREFERENCE POINTS FOR BIDDERS

M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.1.1 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.2 APPLICATION OF PREFERENCES

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

- M.2.1 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for Bids submitted by the SBE in response to this Invitation to Bid (IFB).
- M.2.2 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for Bids submitted by the ROB in response to this IFB.
- M.2.3 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for Bids submitted by the LBE in response to this IFB.
- M.2.4 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for Bids submitted by the LBE in response to this IFB.
- M.2.5 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for Bids submitted by the DZE in response to this IFB.
- M.2.6 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for Bids submitted by the DBE in response to this IFB.
- M.2.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for Bids submitted by the VOB in response to this IFB.

- M.2.8 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for Bids submitted by the LMBE in response to this IFB.

M.3 MAXIMUM PREFERENCE AWARDED

- M.3.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent to twelve (12) points on a 100-point scale 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.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

- M.4.1 When DSLBD certified 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.5 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

- M.5.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its Bid. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror must not submit with its Bid any documentation regarding its certification as a certified business enterprise. Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation must contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North
Washington DC 20001
Office (202) 727-3900
Fax (202) 724-3786
Email dslbd@dc.gov
Website <http://dslbd.dc.gov>

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror. In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin,

or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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