

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF BEHAVIORAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES**



REQUEST FOR QUOTATION (RFQ)

**RM-14-RFQ-264-BY0-MTD For MEDICATION ROOM REFRIGERATORS for
SAINT ELIZABETHS HOSPITAL**

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

Opening Date: August 11, 2014

Closing Date: Friday, August 15, 2014

Closing Time: 1:00PM Eastern Standard Time

To obtain a copy of the Request for Quotation (RFQ) please contact Margaret T. Desper, Contract Specialist at :

D.C. Department of Behavioral Health- Contracts and Procurement Services
64 New York Avenue, NE, Suite 200
Washington, DC, 20002
Margaret.Desper@dc.gov

To obtain a copy of the Request for Quotation (RFQ) please contact Margaret T. Desper, Contract Specialist at Margaret.Desper@dc.gov or visit our website www.dbh.dc.gov , click “Opportunities”, select ”Contract Opportunities” followed by “Index of Procurement Listing”.

Please return Bid Responses to Ms. Margaret T. Desper, Contract Specialist via hand delivery, U.S. Postal Service (Mail) in a sealed envelope marked with Solicitation Number and Name of Bidder at the address below or electronically to Margaret.Desper@dc.gov.

Any and all questions pertaining to this RFQ shall be submitted in writing **no later than Wednesday, August 13, 2014, 4:00PM**, prior to the closing of this Solicitation to:

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

Or via email Samuel.Feinberg@dc.gov cc: Margaret.Desper@dc.gov

**MEDICATION ROOM REFRIGERATORS
For SAINT ELIZABETHS HOSPITAL**

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 OF 41	
		3. CONTRACT NAME & NUMBER: MEDICATION ROOM REFRIGERATORS for Saint Elizabeths Hospital	
		4. SOLICITATION NUMBER: RM-14-RFQ-233-BY0-MTD	
		5. DATE ISSUED: MONDAY, AUGUST 11, 2014	
		6. OPENING/CLOSING TIME: OPENING: MONDAY, AUGUST 11, 2014 CLOSING: FRIDAY, AUGUST 15, 2014 @ 1:00 PM EST	
7. TYPE OF SOLICITATION: <input type="checkbox"/> NON NEGOTIATED <input checked="" type="checkbox"/> REQUEST FOR QUOTATION		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
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17_calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFQ/RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

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

**PART 1 – THE SCHEDULE
SECTION B**

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

B.1 PURPOSE OF CONTRACT

The District of Columbia Department of Behavioral Health (DBH) is seeking a Contractor to provide Specialty Refrigerators to support the Pharmacy and Medical Teams in providing climate controlled medications to meet Patient requirements in accordance with Federal and District requirements.

- B.2** Response to this Solicitation requires completion and signature of Section A (Page 1), Schedule B Price Sheet and Section J Required Compliance Documents. **There shall be no other alterations to the Schedule B Price Sheets.** Tax, EEO and Bidder/Offeror compliance documents included in this solicitation by reference or as an attachment shall be included with the Bid if applicable. All must submitted as instructed in the Coversheet to the following DBH Contract Specialist:

Margaret T. Desper
Contract Specialist
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor, Washington, DC 20002
Office (202) 671-4082 / Fax (202) 671-3395
Or via email Margaret.Desper@dc.gov

B.3 ORDERING PROCEDURES

The items ordered under this Contract resulting from this Solicitation are covered under the Schedule B list of items in this Section. All orders against this Contract are subject to the terms and conditions specified and for the period stated. The Contractor shall exercise every effort to provide supplies and materials necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.

B.4 Schedule B – PRICING SHEET

The Period of Performance (POP) for the Contract resulting from this Solicitation shall be from the Date of Award for One (1) year. The Price Sheet must be priced at unit level provided and must include cost per unit and extended cost. **There shall be no alterations to the Schedule B Price Sheet.**

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

5.1 Pricing – Base Year

Contract Line Item # (CLIN)	SUPPLIES	Estimated Quantity	Unit	Unit Price	Extended Price
	The Government of the District of Columbia Department of Behavioral Health is seeking a Contractor to provide new Specialty Refrigeration equipment along with installation services as described in Section C for the Period of Performance (POP) from Date of Award for One (1) Year.				
	Description of Services				
001	EQUIPMENT – New under-counter and double door Medication Room refrigerators as that shall meet space dimensions and equipment specifications as provided in Section C.	15	EACH	\$ _____	\$ _____
002	REMOVAL/INSTALLATION – <ul style="list-style-type: none"> • Removal of existing refrigerator equipment to onsite storage area on 1st floor. • Installation of new equipment and performance testing per manufacturer’s specifications. • Delivery of Manufacturer Warranty and Operational Manuals as described in Section C. 	15	EACH	\$ _____	\$ _____
003	Extended Warranty – Labor/Parts coverage for a minimum of 12 months following the Manufacturers initial warranty coverage period as described in Section C.	15	EACH	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT				\$ _____

Signature of Authorized Personnel

Print Name of Business/Organization

Date

Print Name of Authorized Personnel

Title

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

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

C.1.1 The Department of Behavioral Health (DBH) provides comprehensive behavioral health inpatient and outpatient services and supports to eligible adults, children and their families. Saint Elizabeths Hospital is the District’s in-patient psychiatric facility.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

C.2.1 The Department of Behavioral Health (DBH) is seeking a Contractor to provide all labor, material, supplies, supervision, clean up, disposal and equipment for the installation of fifteen (15) under counter medication room specialty refrigerators that shall provide superior temperature performance, vaccine security and support SEH to meet medication dispensing Federal and State guidelines. Contractor shall provide Installation services to include removal of existing refrigerator units and relocate to an onsite First Floor Storage Area as determined by the Contracting Officer’s Technical Representative (COTR), Gilbert Taylor.

The Contractor shall deliver Goods as described in Section C to the following D.C. Department of Behavioral Health Location during the hours of Monday – Friday 8:00 am – 4:00 pm. Holiday/After Hours Work are exempt unless with written approval by the COTR and a DBH executed Contract Modification.

Service Location:	Equipment Delivery Location
Saint Elizabeths Hospital (SEH) 1100 Alabama Ave, SE, Washington DC 20032 Gilbert Taylor, Facilities Operations Manager Email: gilbert.taylor@dc.gov	Saint Elizabeths Hospital Loading Dock – Materials Management 1100 Alabama Avenue SE Washington, DC 200032
Phone: 202.299.5457	Main Number (202) 299- 5000
	Loading Dock Hours: 8:00 am – 3:00pm Monday - Friday

C.2.2 The Contractor shall be responsible for installing the new refrigerators in accordance with the Manufacturer’s instructions.

C.3 SCOPE OF WORK –SPECIFIC REQUIREMENTS

C.3.1 The Contractor shall disconnect and remove fifteen (15) existing refrigerators and install fifteen (15) new under counter and/or double door refrigerators to meet DBH space and equipment specifications:

C.3.2 Contractor shall be responsible for the new SEH Specialty Medication Room Refrigerators during delivery transit until accepted by the SEH at the delivery location. The Refrigerators shall meet the following specifications unless approved in writing by the COTR for an approved equivalent.

C.3.2.1 Refrigerator Specifications

- a) Cu. Ft.: 4.6
- b) Door(s): single, glass
- c) Average Operating Temperature +5°C (+41°F)
- d) Exterior Dimensions: 33 3/8"H x 23 3/4"W x 25 1/2"D
- e) Interior Dimensions: 24 1/2"H x 20 1/4"W x 17 3/4"D
- f) Alarm: standard
- g) Casters: No
- h) Shelves: 2 adjustable, 1 fixed
- i) Door Lock: standard
- j) Voltage: 115V, 60Hz
- k) Weight: 97 lbs.

C.3.2.2 Equipment Operational Requirements:

- a) Cycle defrost
- b) +5°C (+41°F) average operating temperature
- c) Microprocessor temperature control with audible and visual alarms
- d) Digital temperature display
- e) Remote alarm contacts
- f) White baked-on powder coat finish
- g) 3 heavy duty shelves (2 adjustable and 1 fixed)
- h) Glass door with heavy duty door handle and right hand swing; door is field reversible
- i) Leveling legs
- j) Switch activated light
- k) High density urethane foam cabinet and door insulation
- l) CFC-free refrigerant (134a), foam insulation and packaging
- m) Front ventilation suitable for built-in applications
- n) Magnetic door gasket for positive seal
- o) Pharmacy refrigerator toolkit
- p) Temperature logs
- q) Center for Disease Control and Prevention (CDC) approved power cord labels
- r) Keyed door lock
- s) Probe access port (3/8")
- t) ADA compliant
- u) 115V operation
- v) Data logger capability
- w) Darkening window film installation

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C.3.3 Contractor shall install the new Specialty Medication Room Refrigerators in the following SEH locations as described:

List Number	Location	Number of Units	Installation Space: Area Width	Installation Space: Area Height	Installation Space: Area Depth	Door Swing
1	TLC Intensive 172.23	1	24 1/8	34 5/8	22 3/8	left
2	TLC Transitional 122.01	1	24 1/2	35 1/8	24 1/8.5	right
3	1A 21	1	24 1/4	34 1/4	23 1/2	left
4	1B 21	1	24 1/4	34 1/2	22 1/2	right
5	1C 21	1	24 5/8	34 1/2	24 7/8	left
6	1D 21	1	24 5/8	34 5/8	23 1/8.5	left
7	1E 21	1	24 5/8	34 1/4	24 1/8	right
8	1F 21	1	24 3/4	34 7/8	24 5/8	left
9	1G 21	1	24 1/2	34 3/8	24 1/4	right
10	2A 21	1	24 1/4	34 3/8	24 1/4	left
11	2B 21	1	24 1/2	34 3/4	24 3/4	right
12	2C 21	1	27 7/8	34 3/8	22 5/8.5	left
13	2D 21	1	25 1/8	34 1/2	24 1/8	left
14	Nursing Office Pyxis Room 181.05	1	Open Area	Open Area	Open Area	Either
15	Pharmacy	1	77	88	32	Double Doors

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- C.3.4 The Contractor shall ensure the disconnected equipment and related components are placed in the designated storage room on the first floor.
- C.3.5 The Contractor shall meet with Contracting Officer's Technical Representative (COTR) prior to purchase and installation of any product to review final specifications. The COTR shall provide written final approval prior to the Contractor completing purchase. The Contractor shall provide detailed price breakout for Services and Equipment for each Order.
- C.3.6 The Contractor shall submit list of employees, subcontractors, work scheduled and work plans prior to start of work. The Contractor shall receive authorization from COTR prior to commencement of services upon approval of the project work plan.
- C.3.7 The Contractor shall work in accordance with all applicable Federal/District of Columbia building codes and Industry Standards when performing services.
- C.3.8 The Contractor shall give at least a seventy-two (72) hour notice to the Project Manager/COTR if a utility shutdown is required in order to perform work. Prior to the commencement of services authorization shall be provided to the Contractor by the COTR and/or designated Project Manager.
- C.3.9 The Contractor shall, as required by this Request for Quotation Solicitation, deliver all new equipment in good condition to the job site in the manufacturer's original unopened containers that bear the name and brand of the manufacturer.
- C.3.10 The Contractor shall inspect all areas prior to installation of any new materials to determine any defects that may prevent proper installation of new equipment.
- C.3.11 The Contractor shall report conditions contrary to Contract requirements that would prevent proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected completely.
- C.3.12 The Contractor shall install materials in strict accordance with the manufacturer's recommendations and guidelines for pre and post installation services.
- C.3.13 The Contractor shall complete a final walk-through with COTR within two business days after completion of all services.
- C.3.14 The Contractor must ensure all work vehicles are labeled and is in compliance with insurance, tag and registration per the issuing State. Vehicles and Contractors are subject to security screenings at various check points on the Hospital's campus and building structures.
- C.3.16 **Smoke Free Campus** -The Saint Elizabeths Hospital Facility and related structures are Smoke-Free buildings. It shall be the Contractor's responsibility to ensure that his/her Employees comply with the Hospital's Smoke-Free policy

C.4 CONTRACTOR'S RESPONSIBILITIES

- C.4.1 Care of Adjacent Surfaces and Exiting Structures - The Contractor shall exercise extreme caution and care to avoid as well as prevent any damages to adjacent equipment, surfaces and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, equipment and existing structures shall be fully restored or replaced by the Contractor at no cost to the District within five (5) business days.
- C.4.2 Cleaning of Site - Upon completion of the work and on a daily basis, the Contractor shall remove and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay prior to final acceptance of the work. All project debris and waste shall be disposed of properly by the Contractor. The Contractor shall not utilize any dumpster on the grounds of DBH work sites for the disposal of any debris or discarded equipment generated from the performance of the contract.
- C.4.3 The Contractor shall work in accordance with all applicable building codes and standards to include but not limited to the Agency/Hospital policies and procedures when performing services.

C.5 STANDARDS OF RESPONSIBILITY

- C.5.1 The Contractor shall demonstrate to the satisfaction of the District 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 the District.
 - C.5.1.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract upon request by the Director of Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO).
 - C.5.1.2 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.
 - C.5.1.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
 - C.5.1.4 Furnish evidence of compliance with the applicable District Licensing, Tax Laws and Regulations.
 - C.5.1.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
 - C.5.1.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

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C.5.2 If the Contractor fails to supply the information requested to the Director, Contracts and Procurement/Agency Chief Contracting Officer (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.6 WARRANTY

C.6.1 **The Contractor shall provide DBH with all Manufactures' Warranties for all supplies and materials used in fabrication and installation.** The minimum warranty shall be for six (6) months for parts and supplies or per manufacturers' warranty, whichever is greater. Defective parts shall be replaced within Forty Eight (48) hours of notification by the DBH. The effective date on all warranties shall be at the time of installation. Three copies of all warranties shall be provided to the COTR within ten (10) working days after completion of work.

C.6.2 **Extended Warranty** – Contractor shall provide an extended warranty coverage which shall include any claims processing, transportation/shipping, parts and labor which shall commence following the equipment/parts warranty coverage period.

C.6.3 **All workmanship and services shall be guaranteed for one (1) year from the date of acceptance of the work.** Warranty replacement work shall be done at no additional charge to the SEH. Any subsequent repairs required within twelve (12) months for the same equipment shall be repaired without additional cost to SEH unless determined owner negligent. Warranty repair work shall be guaranteed for a minimum of twelve (12) months including labor.

C.7 SAFETY REQUIREMENTS

C.7.1 **Equipment Operation and Accidents** - The Contractor shall provide training to all Employees, at the Contractor's own expense, to ensure competency in performing tasks to prevent the endangerment of Facility Occupants.

C.7.2 All equipment operators shall be fully qualified and licensed in the operation of power equipment, trucks, etc. to be used in Contract performance. All accidents, which may occur during the performance and which result in injury, death and/or property damage, shall be reported in writing to the Contracting Officer and COTR within twenty four (24) hours after such occurrence.

C.7.3 **Securing Equipment and Tools** – DBH service locations provide Mental and Behavioral Health Administration and Treatment Services therefore responsible for the welfare and safety for its Staff and Consumers. The Contractor shall be responsible for ensuring that all equipment and tools are safely maintained and secured at all times. Prior to leaving the Facility, the Contractor and/or his workers shall ensure that all tools are accounted for. At no time shall any tools or equipment be left unattended. Immediate notification to the COTR or designated Project Manager if tools/supplies are missing with and any related incident information and report is required.

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

PART 1: THE SCHEDULE

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SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%209%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE

SECTION E

**INSPECTION AND ACCEPTANCE &
CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED
SERVICES**

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

E.1 INSPECTION OF SUPPLIES AND SERVICES

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.

http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20209%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf

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

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

E.3 TERMINATION FOR CONVENIENCE

- E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.
- E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
 - E.3.2.1 Stop work as specified in the notice
 - E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
 - E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - E.3.2.5 With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
 - E.3.2.6 Transfer title, if not already transferred and , as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
 - E.3.2.7 Complete performance of the work not terminated
 - E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

- E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
 - E.4.1.1 Perform the services within the time specified in the Contract or any extension; or
 - E.4.1.2 Make progress as to endanger performance of the Contract; or
 - E.4.1.3 Perform any of the other material provisions of the Contract.
- E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Director/ACCO after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3 If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner Director/ACCO considers appropriate, supplies and services similar to those

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terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

- E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5 If the failure to perform is caused by the fault of a subcontractor at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

PART I - THE SCHEDULE

SECTION F

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SECTION F: DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

The District contemplates awarding a Firm Fixed Price Contract resulting from this Solicitation. Performance under the Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is from Date of Award for One (1) Year with no Option Years as specified in Section B.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (RESERVED)

F.3 DELIVERABLES

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

F.3.2 The Contractors shall submit to the District, as a deliverable, the report described in section H that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement for Contracts equal to or in excess of \$300,000.00 (if applicable). If the Contractor(s) do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.7.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

PART I: THE SCHEDULE

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G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

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

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

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

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

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

G.4 MODIFICATIONS

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

G.5 INVOICE PAYMENT

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

G.6 SUBMISSION OF INVOICE

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

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

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unite price, and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

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

G.6.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.6.2.2 Contract number and invoice number;

G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.6.2.4 Other supporting documentation or information, as required by the Director Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO);

G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.6.2.6 Name, title, phone number of person preparing the invoice;

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- G.6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.6.2.8 Authorized signature.

G.6.3 Certification of Invoice

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

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.8 PAYMENT

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

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

G.9 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

(Name and address of Assignee)

G.10 QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

- G.10.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
 - d)
- G.10.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.10.2 Payments to Subcontractors

- G.10.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.
 - a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.10.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be

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

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

G.10.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.10.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.10.3 Subcontractor Requirements

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

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

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

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

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.12.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.

G.12.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.12.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without

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authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

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

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

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

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

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

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

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

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

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

Gilbert Taylor, Facilities Operations Manager
Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Phone: 202-299-5457/ Email: Gilbert.Taylor@dc.gov

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

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

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

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

PART I – THE SCHEDULE

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **\$250.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

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

H.2 CONTRACTOR LICENSE/CLEARANCES

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 HIPAA BUSINESS ASSOCIATE COMPLIANCE

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

<http://dmh.dc.gov/node/816402> - Dated April 2014)

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 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

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

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

H.7 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

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

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

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

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

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

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

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

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

H.8.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”). First Source ensures that City residents are given priority for new jobs created by municipal financing and development programs. Under the law, 51% of all new hires on any government-assisted project or contract between \$300,000 and \$5,000,000 must be District residents
<http://does.dc.gov/page/first-source-employment-program>

H.8.2 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

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

H.8.3 The submission of the Contractor’s Final request for payment from the District shall contain the following:

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

H.8.4 The Director/ACCO may waive the provisions of section H.8 if the Director/ACCO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

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

H.8.5 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 PUBLICITY

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

H.10 FREEDOM OF INFORMATION ACT

H.10.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a.3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the Agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.11 MANDATORY SUBCONTRACTING REQUIREMENTS

H.11.1 Mandatory Subcontracting Requirements (<http://dmh.dc.gov/node/816392> - Dated April 2014)

A Prospective Contractor responding to this Solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Bids/Offeres responding to this RFQ/IFB/RFP shall be deemed nonresponsive and shall be rejected if the Contractor Fails to submit a subcontracting plan that is required by law. **For Contracts equal to or in excess of \$250,000**, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with section.

*** END OF SECTION H ***

PART II: CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES
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I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at:

http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%209%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf

I.1.2 **DEPARTMENT OF LABOR WAGE DETERMINATIONS** The Contractor shall be bound by the Wage Determination No. 2005-2103 dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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, DBH 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.10. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

- I.6.1 Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site with Link. **(Double click on link)**
<http://www.DMH.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

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 Director/ACCO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.**
- I.8.2 Exercise its best efforts and cooperation to effect an orderly and efficient **transition to a successor Contractor.**

I.9 SUSPENSION OF WORK

- I.9.1 The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this Contract, or by the Director/ACCO's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption and the Contract modified in writing accordingly.
- I.9.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- I.9.3 A claim under this clause shall not be allowed for any costs incurred more than Twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.10 STOP WORK ORDER

- I.10.1 The Director/ACCO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of Ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.
- I.10.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of Ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J).
- I.10.3 If a stop-work order issued under this clause is canceled or the period of the extension thereof expires the Contractor shall resume work. The Director, Contracts and any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.
- I.10.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within Thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/ Agency Chief Contracting Officer decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.10.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 INSURANCE

- I.11.1 The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for Thirty (30) days prior written notice to be given to the District in

the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

I.12 WORKERS' COMPENSATION INSURANCE

I.12.1 A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease and \$500,000/disease policy limit shall be included.

I.13 COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

I.14 GOVERNING LAW

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

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

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

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

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

I.16.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.16.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.16.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.16.5 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contractor a subcontract entered into in connection with such prime contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.16.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.16.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.16.7.1 Providing or attempting to provide or offering to provide any kickback;

I.16.7.2 Soliciting, accepting, or attempting to accept any kickback; or

I.16.7.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.16.8 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.16.7 of this clause in its own operations and direct business relationships.

I.16.9 When the Contractor has reasonable grounds to believe that a violation described in Paragraph I.16.7 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.

MEDICATION ROOM REFRIGERATORS
For SAINT ELIZABETHS HOSPITAL

RM-14-RFQ-264-BY0-MTD

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

I.17 ORDER OF PRECEDENCE

- I.17.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Solicitation by reference and made a part of the Contract:
- I.17.2 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al., CA 74285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)
- I.17.3 Wage Determination issued by the U.S Department of Labor, Dated June 19, 2013 (J.7)
- I.17.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.17.5 Sections A through J of this Contract Number **RM-14-RFQ-233-BY0-MTD**, Signed Amendments by Vendor and Waiver of Subcontracting Requirement
- I.17.6 Request for Quotation (RFQ) Submission dated _____
- I.17.7 Released Solicitation for the RFQ dated July 25, 2014
- I.17.8 DBH Policies and Rules (J.5, J.6)

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

PART IV: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

REFERENCE

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP).
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%2029%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
- J.2** Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al., CA 74285
(**Double click on link**) <http://dmh.dc.gov/page/dixon-settlement-agreement>
- J.3** Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006)
<http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/2014-Living-Wage-Act-Fact-Sheet.pdf>
- J.4** First Source Agreement
http://dmhhs.dc.gov/sites/default/files/dc/sites/dmhhs/release_content/attachments/Attachment%20J.4%20First%20Source%20memo%20agreement%20and%20intial%20plan.pdf
- J.5** Department of Behavioral Health Policies and Rules
<http://dmh.dc.gov/page/policies-rules>
- J.6** Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs)
<http://dmh.dc.gov/node/243632>
- J.7** Wage Determination No. 2005-2103 (Revision 12) June 19, 2013
<http://www.wdol.gov/sca.aspx>

REQUIRE COMPLETION

- J.8** Tax Certification Affidavit
http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/tax_certification_affidavit.pdf
- J.9** Equal Employment Opportunity (EEO) Policy Statement
<http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf>
- J.10** Office of Contracting and Procurement Bidder/Offeror Certification Form
<http://ocp.dc.gov/node/740742>

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