



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

**INVITATION FOR BID (IFB)**

**RM-14-IFB-262-BY0-DJW for Floor Replacement Services at Saint Elizabeths Hospital**

The Department of Behavioral Health (DBH) is seeking a Vendor to provide Floor Replacement Services at Saint Elizabeths Hospital (SEH).

Opening Date: July 29, 2014  
Closing Date: August 19, 2014  
Closing Time: 12:00 Noon EST  
Bid Opening: August 19, 2014 @ 12:30 P.M.

To obtain a hard copy of the Invitation for Bid (IFB) please contact Denise J. Wells, Contract Specialist, at:

**D.C. Department of Behavioral Health | Contracts and Procurement Services**  
64 New York Avenue NE – 2nd Floor Washington DC 20002  
Tel: 202.671-3174| Fax: 202.671-3395

Or visit our website [www.dbh.dc.gov](http://www.dbh.dc.gov) to obtain a soft copy - Any and all questions pertaining to this Solicitation must be submitted in writing to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Behavioral Health  
Contracts and Procurement Services  
64 New York Avenue, NE Suite 200  
Washington, DC 20002  
[Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

<b>1. ISSUES:</b> RM-14-IFB-262-BY0-DJW Floor Replacement Services  <b>GOVERNMENT OF DISTRICT OF COLUMBIA</b> <b>DEPARTMENT OF BEHAVIORAL HEALTH (DBH)</b> <b>CONTRACTS AND PROCUREMENT SERVICES</b> <b>64 NEW YORK AVENUE, NE SUITE 200</b> <b>WASHINGTON, DC 20002</b>	<b>2. PAGE OF PAGES:</b> 1 of 56 2	
	<b>3. CONTRACT NUMBER:</b>	
	<b>4. SOLICITATION NUMBER:</b> RM-14-IFB-262-BY0-DJW	
	<b>5. DATE ISSUED:</b>	
	<b>6. OPENING/CLOSING TIME:</b> July 29, 2014 / August 19, 2014 12:00 NOON EST	
	<b>7. TYPE OF SOLICITATION:</b>	<b>8. DISCOUNT FOR PROMPT PAYMENT:</b>
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

<b>10. INFORMATION CALL</b>	<b>NAME:</b> Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	<b>TELEPHONE NUMBER:</b> (202) 671-3188	<b>B. E-MAIL ADDRESS:</b> Samuel.Feinberg@dc.gov
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x	G	Contract Administration		x	M	Evaluation Factors for Award	
x	H	Special Contract Requirements					

**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH 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.

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

**AWARD (To be completed by the DBH)**

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

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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**B.1 PURPOSE OF SOLICITATION**

B.1.1 The Department of Behavioral Health (DBH) is seeking a Vendor to provide Floor Replacement Services at Saint Elizabeths Hospital (SEH).

**B.2 CONTRACT TYPE/PERIOD OF PERFORMANCE**

B.2.1 DBH contemplates award of a Firm Fixed Price Contract for One (1) Year from Date of Award with no Option Periods.

**B.3 RESPONSE TO THIS SOLICITATION**

B.3.1 Response to this Solicitation requires completion and signature of the Section A and Schedule B Pricing Sheet(s) along with DC Tax and EEO requirements submitted to the following DBH Contract Specialist:

Samuel J. Feinberg, CPPO, CPPB  
Director, of Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Behavioral Health  
Contracts and Procurement Services  
64 New York Avenue, NE Suite 200  
Washington, DC 20002  
Email: [denise.wells@dc.gov](mailto:denise.wells@dc.gov)  
Telephone: 202-671-3174

**B.4 OPTIONAL PRE-BID CONFERENCE**

B.4.1 An Optional Pre-Bidders Conference shall be held at Department of Behavioral Health (DBH) **64 New York Avenue, NE Suite 200, Washington, DC 20002 on Monday August 11, 2014 at 1:00 PM in Conference Room 218.** Prospective Bidders shall be given an opportunity to ask questions regarding this Solicitation at the conference.

B.4.2 The purpose of the Optional Pre-Bid conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Pre-Bid Conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

B.4.3 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Bid Conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Bid conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Bidders who are listed on the official list as having received a copy of the Solicitation.

**B.5**            **OPTIONAL WALK-THROUGH**

C.5.1            All prospective Bidders are invited to participate in a scheduled **Optional Walk-Through** of each facility, accompanied by Program Staff and a Representative of the DBH Contracts and Procurement Services at the dates and times specified:

**DATE:** Thursday August 7, 2014

**TIME:** 1:00 P.M. EST

**LOCATION:** Saint Elizabeths Hospital (SEH)  
1100 Alabama Avenue, SE  
Washington, DC 20032

**B.6**            **SCHEDULE B – PRICING SCHEDULE**

B.6.1            The Bidder shall provide a Detailed Price Break-Out with Budget Narrative that explains and reflects the Unit Price with its Extended Total Amount Provided on the Schedule B Pricing Sheet. The Contractor shall Bid on all or none of the Contract Line Items for this Solicitation

**B.6 SCHEDULE B – PRICING SCHEDULE**

**B.6.1 The Contractor shall Bid on all or none of the Contract Line Items for this Solicitation.**

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No.	Description of Supplies/Services	Quantity	Unit Square Feet (Sq. Ft.)	Unit Price	Extended Price
0001	Demolition and Repair services to Main Street Corridor	4683	Sq. Ft.	\$ _____	\$ _____
0002	Demolition and Repair services to Transitional Lobby Area	50	Sq. Ft.	\$ _____	\$ _____
0003	Demolition and Repair services to Intensive Lobby Area	50	Sq. Ft.	\$ _____	\$ _____
0004	Floor Installation services to Main Street Corridor	4683	Sq. Ft.	\$ _____	\$ _____
0005	Floor Installation services to Transitional Lobby Area	50	Sq. Ft.	\$ _____	\$ _____
0006	Floor Installation services to Intensive Lobby Area	50	Sq. Ft.	\$ _____	\$ _____
0007	Patient Area Bathroom Flooring Repairs	66	Sq. Ft.	\$ _____	\$ _____
0008	Kitchen Floor JetRock Installation	1	Sq. Ft.	\$ _____	\$ _____
<b>CONTRACT TOTAL AMOUNT</b>					\$ _____

THE BIDDER SHALL PROVIDE A DETAILED PRICE BREAK-OUT WITH BUDGET NARRATIVE THAT EXPLAINS AND REFLECTS THE UNIT PRICE WITH ITS EXTENDED TOTAL AMOUNT PROVIDED ON THE SCHEDULE B PRICING SHEET.

\_\_\_\_\_  
 Print Name of Bidder

\_\_\_\_\_  
 Print Name and Title of Person Authorized to Sign for Bidder

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C: BACKGROUND/SCOPE OF WORK**

### **C.1 BACKGROUND**

C.1.1 The Department of Behavioral Health (DBH) provides prevention, intervention and treatment services and supports for eligible children, youth and adults with mental health and/or substance use disorders that include ongoing community-based services, residential services and emergency psychiatric care. DBH serves more than 22,000 adults, children and youth with their families each year through a network of community-based providers and unique Government delivered services.

In addition, DBH operates Saint Elizabeths Hospital (SEH)—the District’s inpatient adult psychiatric facility. The 450,000 square-foot, 291-bed facility is located at 1100 Alabama Avenue, SE, Washington, DC 20032.

### **C.2 STATEMENT OF WORK**

C.2.1 The Department of Behavioral Health (DBH) is seeking a Contractor to provide the following Floor Services at Saint Elizabeths Hospital:

1. Replacement of Linoleum Flooring in central hallway between the Transitional and Intensive Areas (known as “Main Street”)
2. Repair of Terrazzo Flooring in Transitional and Intensive Areas lobbies
3. Repair of Linoleum Flooring in select bedrooms and common areas in residential areas
4. Repair of Tile Flooring in select shower rooms in residential areas
5. Installation of additional layer of flooring in Main Kitchen

The Contractor shall provide all labor, materials, supervision, personal protection equipment, safety equipment, dust/debris control, clean up and disposal, away from work sites, of all supplies and material used under this Contract.

All measurements listed in the solicitation are approximate and it is the responsibility of the Contractor to verify actual dimensions of all areas during walk through.

C.2.2 Replacement of Linoleum Flooring in central hallway between the Transitional and Intensive Areas (known as “Main Street”)

C.2.3 The Contractor shall provide Demolition of existing linoleum floor covering and necessary Floor Repair services to the following sections at Main Street Corridor, to include but not limited to:

Section 1 (Elevator Lobby) 40’ x 20’ for a total of 800 Square Feet (sq. ft.)  
Section 2 250’ x 11’ for a total of 2750 sq. ft.  
Section 3 103’ x 11’ for a total of 1133 sq. ft.

- a) Removal and Disposal of existing linoleum floor covering according to Manufacturer’s Recommendations.



- b) Removal and Disposal of excess material on the substrate that would prevent proper installation of the new flooring.
- c) Examine substrates thoroughly to determine its suitability for Flooring Installation.
- d) Ensure substrate is properly prepared for flooring installation, free from inherent defects such as ridges, bumps, rises, dips, low spots, cracks, holes, joints, and the like that could cause a faulty installation, be unsightly, or cause any hazards, sufficiently smooth, flat, clean, dry, well bonded, primed, has moisture content and pH levels are within flooring manufactures' tolerances to permit a professional installation.
- e) Do not stockpile material, remove and dispose quickly.
- f) Ensure that floor surfaces are level and smooth by utilizing appropriate and approved pro floor levelling system that can:
  - Provide a level, finished floor on uneven sub-floor
  - Quickly be installed
  - Eliminate costly remedial work
  - Be applied to concrete, and
  - Provide reduced drying time
- g) Remove all furniture, equipment that might impede the performance of this work. All removed furniture, equipment must be properly secured for replacement to original position upon completion of the install.

C.2.4 The Contractor shall provide Floor Installation Services to following Sections at Main Street Corridor, to include but not limited to:

Section 1 (Elevator Lobby) 40' x 20' for a total of 800 Square Feet (sq. ft.)

Section 2 250' x 11' for a total of 2750 sq. ft.

Section 3 103' x 11' for a total of 1133 sq. ft.

The Contractor shall perform the following services:

- a) Installation of Forbo Flooring Marmoleum Decibel (Acoustic Quality Flooring) Brand T Linoleum Product with an impact sound reduction of 17dB. Colors – 663 Veneto Lighthouse Corridor Areas and 615 Veneto Honeysuckle in Front of Houses (Horseshoe Shape- Contrast Color); or the Equivalent
- b) Ensure proper ventilation at all times and no potential or known fire hazards exist;
- c) Utilize appropriate adhesives based on manufacturers' specifications for specified flooring, not limited to, type, amount, spread, and meet environmental conditions;
- d) Cut flooring according to manufacturers' specifications;
- e) Install flooring according to manufacturers' specifications;
- f) Ensure that the patterns of the flooring are aligned and positioned properly; that there is uniformity and conformity of direction.
- g) Install flooring material in all designated areas including under open-bottom items, removable flanges and furnishings, in alcoves and to the edge of all walls, columns and permanently mounted articles.
- h) Install protective edge guards or overlapping flanges to conceal edges.
- i) Provide tightly fitted cut-outs as appropriate.

- j) Ensure that all joints and edges are properly butted so that there are no gaps or distortions in the flooring.
- k) Ensure that the newly installed flooring does not interfere or restrict any existing cabling or wiring.
- l) Shall not bridge building expansion joints with continuous flooring.
- m) Remove all excess adhesive from all areas and ensure that its removal causes no damage to new flooring or adjacent surfaces.
- n) Re-set all moved furniture and equipment in original position.
- o) Protect all areas not receiving new flooring.

C.2.5 Repair of Terrazzo Flooring in **Transitional** and **Intensive** Areas Lobbies.

C.2.6 The Contractor shall provide Demolition and Repair Services to Terrazzo Flooring to include but not limited to:

**Intensive Side**

- 1. 23' long section.
- 2. 23' long section.
- 3. 10' long section.
- 4. 11' long section.

**Transitional Side**

- 1. 15' long section.
- a) Removal and Disposal of existing Terrazzo floor covering according to manufacturer's recommendations.
- b) Removal and Disposal of excess material on the substrate that would prevent proper installation of the new Terrazzo flooring.
- c) Examine substrates thoroughly to determine its suitability for flooring installation.
- d) Ensure substrate is properly prepared for flooring installation, free from inherent defects such as ridges, bumps, rises, dips, low spots, cracks, holes, joints, and the like that could cause a faulty installation, be unsightly, or cause any hazards, sufficiently smooth, flat, clean, dry, well bonded, primed, has moisture content and pH levels are within flooring manufactures' tolerances to permit a professional installation.
- e) Do not stockpile material, remove and dispose quickly.

C.2.7 The Contractor shall provide Floor Installation services to Terrazzo Flooring, to include but not limited to:

**Intensive Side**

- 1. 23' long section that needs repair.
- 2. 23' long section that needs repair.
- 3. 10' long section that needs repair.
- 4. 11' long section that needs repair.

**Transitional Side**

- 1. 15' long section that needs repair.
- a) Installation of Terrazzo Flooring;
- b) Ensure proper ventilation at all times and no potential or known fire hazards exist;

- c) Utilize appropriate adhesives based on manufacturers' specifications for specified flooring, not limited to, type, amount, spread, and meet environmental conditions;
- d) Cut existing flooring according to manufacturers' specifications;
- e) Install new flooring according to manufacturers' specifications;
- f) Ensure that the patterns of the flooring are aligned and positioned properly; that there is uniformity and conformity of direction.
- g) Install flooring material in all designated areas including under open-bottom items, removable flanges and furnishings, in alcoves and to the edge of all walls, columns and permanently mounted articles.
- h) Install protective edge guards or overlapping flanges to conceal edges.
- i) Provide tightly fitted cut-outs as appropriate.
- j) Ensure that all joints and edges are properly butted so that there are no gaps or distortions in the flooring.
- k) Ensure that the newly installed Terrazzo flooring does not interfere or restrict any existing cabling or wiring.
- l) Shall not bridge building expansion joints with continuous flooring.
- m) Remove all excess adhesive from all areas and ensure that its removal causes no damage to newly installed Terrazzo flooring or adjacent surfaces.
- n) Re-set all moved furniture and equipment in original position.
- o) Protect all areas not receiving new flooring.

C.2.8 The Contractor shall ensure that a minimum ambient temperature of 65 Degrees Fahrenheit and Relative Humidity of 65 Percent is maintained for 72 hours prior to, during, and 48 hours after installation.

C.2.9 Repair of Linoleum Flooring in select bedrooms and common areas in residential areas.

C.2.10 Specific areas shall be determined during site walk through.

C.2.11 Repair of Tile Flooring in select shower rooms in residential areas.

C.2.12 Specific areas shall be determined during site walk through.

C.2.13 Installation of additional layer of flooring in main kitchen.

C.2.14 The Contractor shall provide necessary supervision, labor, material and equipment for the installation services of JetRock Feature Stone or Equivalent (Color TBD – Contractor to provide samples) to the Kitchen Flooring, to include but not limited to:

- a) Approximately 4,929 Square Feet (sq. ft.) (Contractor to verify).
- b) Approximately 606 linear feet Feet Base.
- c) Mechanically prep and clean surface to be coated.
- d) Install 6" FeatureStone Cove Base.
- e) Install Featurestone Flooring.

**C.3 CONTRACTOR REQUIREMENTS**

- C.3.1 The Contractor shall be a Certified Licensed Contractor with the Government of the District of Columbia.
- C.3.2 The Contractor shall be a Manufacturer Certified Technician if required by Flooring Manufacturer to maintain warranty. Proof of Certification must be presented to SEH for verification.
- C.3.3 The Contractor shall perform all work during the hours of 8:00 a.m. through 4:00 p.m., and 6:00 p.m. through 6 a.m. Sunday through Saturday. Holidays and Weekends are exempted from the Contract resulting from this Solicitation. Work on Holidays and Weekends must be requested by the Contractor forty-eight (48) hours in advance, and approved by the Contracting Officers Technical Representative (COTR) and Project Manager prior to performing work, unless it is an Authorized Emergency.
- C.3.4 The Contractor shall give at least a seventy-two (72) hour notice to the Director of Facilities if a utility shutdown is required in order to perform work. Before any work can begin, authorization must be given by the Director of Facilities.
- C.3.5 The Contractor shall work in accordance with all applicable building codes and when performing services.
- C.3.6 The Contractor shall, as needed, deliver all materials in good condition to the job site in the Manufacturer's original unopened containers that bear the name and brand of the Manufacturer.
- C.3.7 The Contractor shall inspect all areas prior to installation of any new materials to determine any defects that may prevent proper installation of new material.
- C.3.8 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.3.9 The Contractor shall install materials in strict accordance with the manufacturer's recommendations.
- C.3.10 The Contractor shall protect all surfaces and work areas.
- C.3.11 The Contractor shall complete a final walk-through with COTR within two days after completion of all services.
- C.3.12 The Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by the District's applicable codes.
- C.3.13 The Contractor is to coordinate all work with the COTR and the Project Manager.

- C.3.14 The Contractor shall submit a list of technicians, employees and subcontractors working on site under this Contract.
- C.3.15 The Contractor shall submit a schedule and/or work plan prior to start of work.
- C.3.16 The Contractor shall provide DBH with a copy of all drivers' identification along with the license plate number of vehicle.
- C.3.17 The Contractor shall not reuse any removed material unless authorized by DBH.
- C.3.18 The Contractor shall coordinate final inspection with COTR and Project Manager within twenty-four (24) hours of completion.
- C.3.19 The Contractor shall replace any defective work, at Contractor's Expense, within five (5) days after inspection and notification from DBH.

**C.4 ESTIMATED TIME FRAMES**

- C.4.1 All prospective Contractors must submit an estimated time frame of completion for all specifications per location.

**C.5 CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES**

- C.5.1 The Contractor shall exercise extreme caution and care to avoid and 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.

**Cleaning of Site**

- C.5.2 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 out of Saint Elizabeths Hospital Campus prior to final acceptance of the work. All construction debris and waste shall be disposed of properly by the Contractor. The Contractor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment generated from the performance of the Contract.

**C.6 WARRANTY**

- C.6.1 All work shall be guaranteed for two (2) year from the date of acceptance of the work. Warranties must be submitted to the COTR within ten (10) working days after completion of work. Three copies of all warranties shall be provided to DBH.

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

**SECTION D**

**PACKAGING AND MARKING**

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**SECTION D: PACKAGING AND MARKING**

**D.1            PACKAGING AND MARKING**

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

**D.2            POSTAGE AND MAILING FEES**

D.2.1            Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Invitation for Bid (IFB).

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

**PART I - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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## PART 1 - THE SCHEDULE

### SECTION E INSPECTION AND ACCEPTANCE

**E.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))

**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, Contracts and Procurement Agency Chief Contracting Officer(Director/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, Contracts and Procurement Agency Chief Contracting Officer 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, Contracts and Procurement Agency Chief Contracting Officer, 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 Contracting Officer (CO) 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 the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5 If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director, Contracts and Procurement Agency Chief Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director, Contracts and Procurement Agency Chief Contracting Officer, 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 \*\*\*

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

F.1.1 The Period of Performance (POP) for the Contract shall be Date of Award for One (1) Year.

**F.2 DELIVERABLES**

F.2.1 The Contractor shall make records, reports and any other data and program information available to DBH via paper or electronically.

<u>Deliverable</u>	<u>Method of Delivery</u>	<u>Due Date</u>
	The Contractor shall provide Certification that all services have been completed.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.
Manufacturer's Warranty	The Contractor shall provide DBH with all manufacturers' warranties for all supplies and materials used in the preparation and installation of the equipment.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.
Contractor's Warranty	The Contractor shall provide a warranty for all services and workmanship rendered under this contract for a minimum of one (1) year.	Hard and Electronic Copies to COTR, Project Manager and Contract Specialist within (5) Days after completion of services.
	The Contract shall submit list of employees, subcontractors, work schedules and work plans.	Prior to start of work to COTR.

**F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

F.3.1 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/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 District.

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

**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## PART I: THE SCHEDULE

### SECTION G

#### CONTRACT ADMINISTRATION DATA

##### G.1 CONTRACT ADMINISTRATION

- G.1.1 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 – Suite 200  
Washington, DC 20002  
Office - (202) 671-3188 – Fax-(202) 671-3395  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

##### G.2 TYPE OF CONTRACT

- G.2.1 This is a Firm Fixed Price Contract with the Unit Pricing being a Blended Price containing Materials and Labor for Removal and Installation. 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, individuals under Labor Hour Contracts working for Department of Behavioral Health are not eligible to be paid for holidays and sick leave. **However, if previous written authorization is provided for you to work on a Holiday, you shall be paid at your regular hourly rate.**
- G.2.2 This Contract shall be a “non-personal services” Contract. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this 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/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract 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, Contracts and Procurement/Agency Chief Contracting Officer only.

**G.4 SUBMISSION OF INVOICE**

- G.4.1 Contractor shall submit an original and three copies of the invoice on a monthly basis to Accounts Payable:

Accounts Payable Office  
Department of Behavioral Health (DBH)  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
By E-Mail: [dbh.ap@dc.gov](mailto:dbh.ap@dc.gov)

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract Line Items Numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice.

Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

**G.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

- G.5.1 DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

**G.6 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

- G.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DBH.



Gilbert Taylor shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Name: Gilbert Taylor  
Title: Director of Facilities  
Agency: Saint Elizabeths Hospital  
Department of Behavioral Health  
Address 1100 Alabama Avenue, SE  
Washington, D.C. 20032  
Telephone: (202) 299-5457  
E-Mail: [gilbert.taylor@dc.gov](mailto:gilbert.taylor@dc.gov)

### **CERTIFICATION OF INVOICE**

G.7.1 Contracting Officer's Technical Representative shall perform certification of Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

### **G.8 PAYMENT**

G.8.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DBH shall only pay Contractor for performing the services under this Contract at the prices stated in Section B.

### **G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

G.9.1 Contractor shall assume full responsibility for and shall indemnify the 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 Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the 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, Contracts and Procurement/Agency Chief Contracting Officer 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 \*\*\*

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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**PART I: THE SCHEDULE  
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 scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) shall be in an amount of **One Hundred Dollars (\$100) per day** against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force.

H.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

H.3.1 The Contractors shall be bound by the Wage Determination No. 2005-2103, Revision 13, dated 06/19/2013, 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 Attachment J.2. The Contractors 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 option. If the option is exercised and the Director, Contracts and Procurement/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.

#### **H.4 PUBLICITY**

H.4.1 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.5 FREEDOM OF INFORMATION ACT**

H.5.1 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 the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency 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 the agency with programmatic responsibility shall determine the release 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.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.6.1 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.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) 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 Department of Employment Services (“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.6.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies 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;
- (3) Number of current employees transferred;
- (4) Number of new job openings created;
- (5) Number of job openings listed with DOES;
- (6) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (7) 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; I Job title;
  - (d) Hire date;I Residence; and
  - (f) Referral source for all new hires.

H.6.4 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.6.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section H.6.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section H.6.4 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.6.6.

H.6.6 The Contracting Officer may waive the provisions of Section H.6.4 if the CO finds that:

A good faith effort to comply is demonstrated by the Contractor;

- (1) 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.
- (2) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (3) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.6.5 and H.6.6, the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to Section H.6.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (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 CO pursuant to this Section H.6.8

H.6.9 The provisions of Sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

H.7.1 During the performance of the 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

H.8.1 During the performance of this Contract, the 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. §12101 *et seq.*

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

H.9.1 Except as described in H.9.8 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.9.2 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](http://www.ocp.dc.gov).

H.9.3 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.9.4 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](http://www.ocp.dc.gov).

H.9.5 The Contractor shall provide a copy of the Fact Sheet (Attachment J.4) to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice (Attachment J.4) 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.9.6 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.9.7 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.9.8 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.9.9 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.10 COST OF OPERATION**

H.10.1 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.11 CONTRACTOR LICENSE/CLEARANCES**

H.11.1 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.12 MANDATORY SUBCONTRACTING REQUIREMENTS**

H.12.1 Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of \$250,000 is available at DBH link:  
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/Procurement%20-%20Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.pdf>.

The Contractor shall be held responsible in complying with the Mandatory Subcontracting Requirements during the duration of the Contract.

**H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

H.13.1 Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at DBH link:  
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf>

The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

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

**SECTION I**  
**CONTRACT CLAUSES**  
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## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

- I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.2), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

### **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 OTHER CONTRACTORS**

- I.5.1 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.6 FIRST SOURCE EMPLOYMENT AGREEMENT**

- I.6.1 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.7 SUBCONTRACTS**

- I.7.1 Provider may subcontract with independent practitioners who are qualified mental health professionals for the provision of Core Services under the Agreement. A Core Services Agency may also enter into Affiliation Agreements with mental health providers certified by the Department to provide one or more Core Services ("Sub-providers") and/or Specialty Services ("Specialty Providers"). All Core

Services Agency contracts with Sub-providers, Sub-contractors and Specialty Providers shall be prepared using Department-approved contract forms (the "Standard Forms").

- I.7.2 Subcontractors, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.
- I.7.3 Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Contract immediately renders the Contract void.
- I.7.4 Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers" and 22 DCMR § 3406.
- I.7.5 All subcontracts, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract, and shall require the prior approval of the Contracting Officer in order to have any force and effect.
- I.7.6 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 CONTRACTS IN EXCESS OF \$1 MILLION**

- I.8.1 Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the Contracting Officer.

## **I.9 CONTINUITY OF SERVICES**

- I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
  - I.9.1.1 Furnish phase-out, phase-in (transition) training; and
  - I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.10 INSURANCE**

- I.10.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.10.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7 Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.10.8 Provider shall have or obtain and maintain throughout the term of this Contract medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Contract. Provider shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) this Contract expires, whichever occurs first. Failure to maintain the malpractice insurance at any time during the term of this Contract shall constitute default. A copy of all correspondence between the Provider and its malpractice insurer shall be sent to DBH.
- I.10.9 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11 EQUAL EMPLOYMENT OPPORTUNITY**

I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Department of Small and Local Business Development.

**I.12 CONTRACT MERGER CLAUSE**

I.12.1 This Contract, including incorporated documents, constitutes the entire Contract between the parties. All previous discussions, writings and Contracts are merged herein and shall not provide a basis for modifying or changing this written Contract.

**I.13 NOTICE**

I.13.1 Any notice required pursuant to this Contract shall be in writing and shall be deemed to have been delivered and given for all purposes:

I.13.1.1 On the delivery date if delivered by confirmed fax;

I.13.1.2 On the delivery date if delivered personally to the party to whom the notice is addressed;

I.13.1.3 One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or

I.13.1.4 Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

**I.14 ORDER OF PRECEDENCE**

I.14.1 The Contract awarded as a result of this Solicitation shall contain the following clause:

I.14.2 Any conflict in language or any inconsistencies in this Invitation for Bid 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 Invitation for Bid by reference and made a part of the Contract:

I.14.3 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement).

I.14.4 Wage Determination No. 05-2103, Rev. 12, dated June 19, 2013.

- I.14.5 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.14.6 Sections A through J of this Solicitation No. RM-14-IFB-262-BY0-DJW
- I.14.7 RESERVED
- I.14.8 Invitation for Bid Submission Dated: **July 29, 2014**
- I.14.9 DBH Policies and Rules

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

**PART I: THE SCHEDULE  
 SECTION J  
 WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

Attachment Number	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) <a href="http://ocp.dc.gov/publication/standard-contract-provisions-march-2007">http://ocp.dc.gov/publication/standard-contract-provisions-march-2007</a>
J.2	Wage Determination No. 2005-2103 (Revision 13) June 19, 2013 <a href="http://www.wdol.gov/sca.aspx">http://www.wdol.gov/sca.aspx</a>
J.3	Equal Employment Opportunity (EEO) Policy Statement <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf</a>
J.4	First Source Agreement <a href="http://does.ci.washington.dc.us/does/frames.asp?doc=/does/lib/does/frames/New_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf">http://does.ci.washington.dc.us/does/frames.asp?doc=/does/lib/does/frames/New_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf</a>
J.5	2014 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) <a href="http://ocp.dc.gov/publication/2014-living-wage-fact-sheet">http://ocp.dc.gov/publication/2014-living-wage-fact-sheet</a>
J.6	2014 Living Wage Notice (The Living Wage Act of 2006) <a href="http://ocp.dc.gov/publication/2014-living-wage-fact-sheet">http://ocp.dc.gov/publication/2014-living-wage-fact-sheet</a>
J.7	Tax Certification Affidavit <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf</a>
J.8	Bidder/Offeror Certification Form <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx</a>
J.9	RESERVED
J.10	Sub-Contracting Plan Form <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/SubContracting_Plan_Form_111605.doc">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/SubContracting_Plan_Form_111605.doc</a>
J.11	Past Performance Evaluation Form <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_Past_Performance_Evaluation_Form.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_Past_Performance_Evaluation_Form.pdf</a>
J.12	Department of Behavioral Health Policies and Rules <a href="http://DBH1.dc.gov/node/240592">http://DBH1.dc.gov/node/240592</a>

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

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



**SECTION K**

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

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**SECTION K:**

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

**K.1 AUTHORIZED NEGOTIATORS**

K.1.1 The Vendor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Invitation for Bid (IFB). (List names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

K.2.1 The Vendor, by checking the applicable box, represents that  
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 Vendor 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 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 IFB and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider 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 Invitation for Bid (IFB).

Vendor \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_

Vendor \_\_\_ has \_\_\_ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Vendor \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Vendor. (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 Vendor hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

K.5.1 Each Vendor shall check one of the following:

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

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

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

K.6.1 (a) Each signature of the Vendor is considered to be a certification by the signatory that:

- 1) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any
- 2) consultation, communication, or agreement with any Vendor or competitor relating to:
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 3) The Prices in this Contract have not been and shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and

- 4) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Vendor's organization responsible for determining the prices being offered in this Invitation for Bid (IFB), and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above.

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

## **K.7 TAX CERTIFICATION**

- K.7.1 Each Vendor must submit with its offer, a sworn Tax Certification Affidavit; EEO, Contractor's Affidavit of Responsibility and First Source Agreement as stated in Section J herein.

**These forms are also available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"**

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

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

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**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

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## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to Award One Contract resulting from this Solicitation to the Responsive and Responsible Bidder whose offer conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

#### **L.1.2 Initial Offers**

L.1.3 The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Bidder's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 BID FORM, ORGANIZATION AND CONTENT**

L.2.1 One original and three (3) copies of the Bid shall be submitted. Bids shall be typewritten with New Roman font and 12 point font size on 8.5" by 11" bond paper, each page numbered, additional pages only for price break-out with a Detailed Price Break-Out with Budget Narrative that explains and reflects the Unit Price with its Extended Total Amount Provided on the Schedule B Pricing Sheet and supporting documentation. Telephonic and facsimile bids shall not be accepted. Each bid shall be submitted in a sealed envelope conspicuously marked "Bid in Response to Solicitation No. **RM-014-IFB-242-BY0-DJW** (insert solicitation number, title and name of Bidder)".

#### **L.2.2 RESERVED**

### **L.3 OPTIONAL PRE-BID CONFERENCE**

**An Optional Pre-Bid conference shall be held at Department of Behavioral Health, 64 New York Avenue, N.E., Washington, D.C. 20002, Suite 200 Conference Room 218 on Monday August 11, 2014 @ 1:00 PM EST.** Prospective Bidders shall be given an opportunity to ask questions regarding this Solicitation at the conference.

The purpose of the Optional Pre-Bid conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Pre-Bid conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Bid conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Bid conference in order to

generate an official answer. Official answers shall be provided in writing to all prospective Bidders who are listed on the official list as having received a copy of the solicitation.

**L.4 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS**

**L.4.2 Bid Submission**

**L.4.3 Bid shall be submitted no later than 12:00 NOON local time on Tuesday, August 19, 2014 to the following address AND CLEARLY MARKED THAT IT IS A BID WITH THE SOLICITATION NUMBER: RM-14-IFB-262-BY0-DJW.**

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

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

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

**L.4.3 Withdrawal or Modification of Bids**

**L.4.4 A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the closing date for receipt of bids.**

**L.4.5 Postmarks**

**L.4.6 The only acceptable evidence to establish the date of a late proposal, 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 proposal,**



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

**L.4.7 Late Modifications**

L.4.8 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.4.9 Late Bids**

L.4.10 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.5 EXPLANATION TO PROSPECTIVE BIDDERS**

L.5.1 If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the question in writing to the Contact Person, identified on page one. The prospective Bidder shall submit questions No Later Than 7 calendar days prior to the closing date and time indicated for this solicitation. **The District shall not consider any questions received less than 7 calendar days before the date set for submission of proposal.** The District shall furnish responses promptly to all other prospective Bidders. An amendment to the solicitation shall be issued if that information is necessary in submitting Bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the Contract shall not be binding.

**L.6 FAILURE TO SUBMIT BIDS**

L.6.1 Recipients of this Solicitation not responding with a Bid should not return this Solicitation. Instead, they should advise Director/ACCO, Department of Behavioral Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002 Telephone (202) 671-3171 by letter or postcard whether they want to receive future Solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Director/ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.7.1 Bidders who include in their bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

#### **L.8 BIDS WITH OPTION YEARS**

L.8.1 The Bidder shall include option year prices in its bid. An offer may be determined to be unacceptable if it fails to include option year pricing.

#### **L.9 BID PROTESTS**

L.9.1 Any actual or prospective Bidder, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, One Judiciary Square, 441 4<sup>th</sup> Street, NW Suite 350 North - Washington, D.C. 201. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

#### **L.10 SIGNING OF OFFERS**

L.10.1 The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall 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.11 UNNECESSARILY ELABORATE PROPOSALS**

L.11.1 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 Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.12 RETENTION OF BIDS**

L.12.1 All bid documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Bidders.

**L.13 BID COSTS**

L.13.1 The District is not liable for any costs incurred by the Bidders in submitting bids in response to this solicitation.

**L.14 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

L.14.1 In addition to other bid submission requirements, the Bidder shall submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that shall be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a) (1).

**L.15 CERTIFICATES OF INSURANCE**

L.15.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Administration  
Agency Chief Contracting Officer  
Department of Behavioral Health  
64 New York Avenue, N.E., Suite 200  
Washington, DC 20002  
Telephone: 202-671-3171  
E-Mail: [samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

L.16.1 The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date

in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Bidders' failure to acknowledge an amendment may result in rejection of the offer.

**L.17 RESERVED**

**L.18 LEGAL STATUS OF BIDDER**

Each proposal shall provide the following information:

- L.18.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.18.2 A copy of each District of Columbia license, registration or certification which the Bidder is required by law to obtain. This mandate also requires the Bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and if the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.19 FAMILIARIZATION WITH CONDITIONS**

- L.19.1 Bidders 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. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.20 GENERAL STANDARDS OF RESPONSIBILITY**

- L.20.1 The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.
- L.20.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

- L.20.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.9 If the prospective Contractor fails to supply the information requested, the DIRECTOR/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

**L.21 KEY PERSONNEL**

- L.21.1 The Bidder shall identify proposed Key Personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience, (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**  
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**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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 Bidder seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Bidder's certification with DSLBD, and the Bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise. Any Bidder seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, D.C. 20001

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 bids. 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 Bidder.

M.6.2 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\*\*\*