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

REQUEST FOR QUOTATION (RFQ)

RM-15-RFQ-118-BY0-JM FOR HOUSEKEEPING EQUIPMENT

The District of Columbia, Department of Behavioral Health (DBH) Contracts and Procurement Services (CPS)/Saint Elizabeths Hospital (SEH) is seeking a Contractor to provide Housekeeping Equipment as specified in Section C of the solicitation.

The Prospective Bidder shall provide goods and services as outlined in the attached RFQ Solicitation.

Opening Date: Friday, June 12, 2015
Closing Date: Tuesday, June 23, 2015

Closing Time: 2:00 PM Eastern Standard Time

To obtain a copy of the Request for Quotation (RFQ) please contact Jeanne Mirabile, Contract Specialist at:

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

or visit our website www.dbh.dc.gov, click "**Opportunities**". Next, select "**Contract Opportunities**" followed by "**Procurement Index Listing**" links.

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

Any and all questions pertaining to this RFQ shall be submitted in writing **No Later Than Thursday, June 18, 2015 at 2:00 PM** prior to the closing of this Solicitation to:

Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Suite 200
Washington, DC 20002
Or electronically to:
Samuel.Feinberg@dc.gov cc: jeanne.mirabile@dc.gov

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

1. ISSUED BY/ADDRESS OFFER TO:	2. PAGE OF PAGES: **1 of 39**
District of Columbia **Department of Behavioral Health (DBH)** **Contracts and Procurement Services** **64 New York Avenue, NE, 2nd Floor** **Washington, DC 20002**	3. CONTRACT NAME & NUMBER: **HOUSEKEEPING EQUIPMENT**
	4. SOLICITATION NUMBER: **RM-15-RFQ-118-BY0-JM**
	5. DATE ISSUED: June 12, 2015
	6. OPENING DATE/CLOSING DATE &TIME: **Opening Date: June 12, 2015** **Closing Date & Time: June 23, 2015 at 2:00 PM**
7. TYPE OF SOLICITATION: **[X] REQUEST FOR QUOTATION (RFQ)**	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. FOR INFORMATION CALL	NAME:	A. TELEPHONE NUMBER:	B. E.MAIL ADDRESS:
	Samuel J. Feinberg, CPPO, CPPB **Director, Contracts and Procurement** **Agency Chief Contracting Officer**	**(202) 671-3188**	**Samuel.Feinberg@dc.gov**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART 1 – The Schedule				**PART II – Contract Clauses**			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	30 – 38
x	B	Supplies/Services and Price/Costs	2 - 4	**PART III – List of Documents, Exhibits and Other Attachments**			
x	C	Description/Specs/Work Statement	5 - 7	x	J	List of Attachments	39
x	D	Packaging and Marking	8 - 9	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	10 - 13	x	K	Representations, Certifications and other Statements of the Contractors	N/A
x	F	Deliveries or Performance	14 - 15				
x	G	Contract Administration	16 - 22	x	L	Instructions, Conditions & Notices to the Contractors	N/A
x	H	Special Contract Requirements	23 - 29	x	M	Evaluation Factors for Award	N/A

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **90** 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.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the REQUEST FOR QUOTATION for the Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER: AREA CODE: **301** PHONE: **233-6027** EXT:	15A. SIGNATURE:	15B. OFFER DATE:

AWARD (To be completed by the DBH)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	ORDERING PROCEDURE	3
B.4	PRICE SCHEDULE	4

PART 1 – THE SCHEDULE
SECTION B

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

B.1 PURPOSE OF CONTRACT

The District of Columbia, Department of Behavioral Health (DBH) Saint Elizabeths Hospital (SEH) is seeking a Contractor to provide Housekeeping Equipment as specified in Section C of the Solicitation.

B.2 CONTRACT TYPE

The District contemplates award of a Firm Fixed Price Contract to provide the Goods and Services described in Section C, in accordance with 27 DCMR, Chapter 18 and 24 for a Period of Performance from Date of Award through September 30, 2015.

B.3 ORDERING PROCEDURES

Response to this Request for Quotation (RFQ) Solicitation requires completion and signature of Section A (Page 1), Section B.4 Price Schedule, Section J Required Compliance Documents. There shall be no other alterations to the Schedule B.4 Price Schedule. Tax, EEO and Bidder/Offeror compliance documents included in this Solicitation by reference or as an attachment shall be included with the response to this RFQ. In addition, provide supporting documentation on the make and model you are proposing on this solicitation. All must submit their response as instructed on the Coversheet to the following DBH Contract Specialist:

Jeanne Mirabile, CPPB
Contract Specialist
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-0339
Fax (202) 671-3395 or via Email
Email: jeanne.mirabile@dc.gov

The items ordered under this Contract are covered under the B.4 Price Schedule. All orders against this Contract are subject to the Terms and Conditions specified. The Contractor shall exercise every effort to provide supplies and materials necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.

B.4 PRICE SCHEDULE

The Government of the District of Columbia, DBH/SEH has a need for a Contractor to provide Housekeeping Equipment. The Pricing Sheet must be priced at unit level provided and must include Price Per Unit and Extended Price. There shall be no alterations to the Price Schedule.

CLIN	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Walk-behind Automatic Floor Scrubber (See Section C.4.1.1 for salient features)	4	EA		
0002	Housekeeping Janitorial Cart (See Section C.4.1.2 for salient features)	2	EA		
0003	Extended Warranty – Five (5) Years after Regular Warranty for CLIN 0001	1	EA		
0004	Extended Warranty – Five (5) Years after Regular Warranty for CLIN 0002	1	EA		
0005	Shipping Charges	1	EA		
				GRAND TOTAL	$_____

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

_____ _____
Print Name of Authorized Personnel Title of Authorized Personnel

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

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
C.1	SCOPE OF WORK	6
C.2	APPLICABLE DOCUMENTS	6
C.3	BACKGROUND	6
C.4	REQUIREMENTS	6 - 7

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The District of Columbia, Department of Behavioral Health (DBH) Saint Elizabeths Hospital (SEH) is seeking a Contractor to provide Housekeeping Equipment as specified in this Section of the Solicitation.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 BACKGROUND:

N/A

C.4 REQUIREMENTS:

C.4.1 The Contractor shall provide Housekeeping Equipment as specified in Sections C.4.1.1 and C.4.1.2 to Saint Elizabeths Hospital.

C.4.1.1 Walk-behind Automatic Floor Scrubber with the following salient features:

- Cleaning Width: 17"
- Squeegee Width Fully adjustable parabolic swing squeegee, 30"
- Solution/Recovery Tank: 11/12 gal.
- Brush Motor: 75 hp, 200 RPM
- Cleaning Efficiency: 12,700 ft2 per Hour
- Voltage: 24V DC
- Vacuum Motor Power: .75 HP, 2-stage tangential discharge
- Weight: (Without Batteries) 210 lbs.
- Length x Width x Height 49" x 26" x 44"
- Batteries: 12 volt, 115 a.h. @ 20 hr. rating (wet)

C.4.1.2 Housekeeping Janitorial Carts with the following salient features:

- Durable Stainless Steel Construction - Shipped Assembled
- Non-folding cart with 1 shelf and tool rack
- Two 4 gallon half oval buckets and 12-16 oz. wringer
- Auto locking door, zippered trash bag & lid, collection pouches, mesh bag, wet floor sign & holder
- Item Weight 110 pounds
- Cabinet Size 16" x 30"

C.4.2 Delivery Location for Housekeeping Equipment

C.4.2.1 The Contractor shall deliver Goods as described in Section C to the following D.C. Department of Behavioral Health Location during Loading Dock Hours of 8:00 am – 4:00 pm, Monday through Friday. Holiday/After Hours are exempt unless with written approval by the COTR and a DBH executed Contract Modification.

Delivery Location:

Saint Elizabeths Hospital
1100 Alabama Avenue, S.E., Loading Dock
Washington, DC 20032

Contact Person: Renee Bivins
Telephone Number: (202) 299-5221

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

SECTION D

PACKING AND MARKING
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
D.1 & D.2	PACKAGING AND MARKING	9

SECTION D
PACKAGING AND MARKING

D.1 The packaging and marking requirements for this Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1).

D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/ Contract.

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

SECTION E

INSPECTION AND ACCEPTANCE
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
E.1	INSPECTION OF SUPPLIES AND SERVICES	11
E.2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES TERMINATION FOR CONVENIENCE	11
E.3	TERMINATION FOR CONVENIENCE	11 - 12
E.4	TERMINATION FOR DEFAULT	12 - 13

SECTION E
INSPECTION AND ACCEPTANCE

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

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 (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 TEMINATION FOR CONVENIENCE

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.

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

E.3.2.1 Stop work as specified in the notice.

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

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

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

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

E.3.2.6 Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated.

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

E.4 **TERMINATION FOR DEFAULT**

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

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

b) Make progress as to endanger performance of the Contract; or

c) 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/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.

E.4.7 DBH shall pay the Contract price or a portion thereof, for fully, or partially completed or delivered supplies and services that are accepted by DBH.

E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will 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

DELIVERY AND PERFORMANCE
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
F.1	PERIOD OF PERFORMANCE	15
F.2	OPTION TO EXTEND THE TERM OF CONTRACT	15
F.3	DELIVERABLES	15
F.4	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	15

SECTION F
DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

Performance under this Contract shall be in accordance with the Terms and Conditions set forth herein and by any modification made thereto to this contract. The Period of Performance (POP) under this Firm Fixed Contract shall be from Date of Award through September 30, 2015.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

Not Applicable

F.3 DELIVERABLES

The Contractor shall provide Deliverables, Complete Goods and Services required as outlined in Section C, to the Contracting Officer's Technical Representative (COTR) for this procurement as described in Section G of this Contract.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
G.1	INVOICE PAYMENT	17
G.2	SUBMISSION OF INVOICE	17 - 18
G.3	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	18
G.4	ASSIGNMENT OF CONTRACT PAYMENTS	18
G.5	QUICK PAYMENT CLAUSE	18 - 19
G.6	DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (ACCO)	20
G.7	AUTHORIZED CHANGES BY THE DIRECTOR, CONTRACTS AND PROCUREMENT/ACCO	20
G.8	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	20 - 21
G.9	TYPE OF CONTRACT	21
G.10	RESPONSIBILITY FOR AGENCY PROPERTY	22

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District shall make payments to the Contractor, upon submission of proper invoices, based on the fixed unit prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.2 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 SUBMISSION OF INVOICE

G.2.1 The Contractor shall submit, on a monthly basis, an original and three copies of each Invoice to:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue, NE, 4th Floor
Washington, DC 20002
or by e-mail to: dbh.ap@dc.gov

The Invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for Prompt Payment is offered and payment is made within the Discount Periods. **Please note that the Invoice shall match the Contract Line Items Numbers (CLIN) of the Purchase Order as written, up to but not exceeding the maximum of each line. Any Invoices deemed improper for payment shall be returned UNPAID and shall require corrections to be made to the Invoice, along with its resubmission as indicated in this clause.**

G.2.2 To constitute a proper Invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and Invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Director/Agency Chief Contracting Officer (ACCO);

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.2.3 CERTIFICATION OF INVOICE

The Contracting Officer's Technical Representative (COTR) shall perform certification of each of the Contractor's invoices. The invoices shall be logged in by the Accounts Payable Office and forwarded to the COTR to review for accuracy and to perform certification for payment. The Certified Invoice shall be forwarded to the Agency Chief Financial Officer (ACFO) within five (5) working days after receipt of a satisfactory invoice.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

Not Applicable

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

_____

_____

_____
(Name and Address of Assignee)

G.5 QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

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

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;

b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 <u>SUBCONTRACTOR REQUIREMENTS</u>

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

G.6 DIRECTOR, CONTRACTS AND PROCUREMENT/ AGENCY CHIEF CONTRACTING OFFICER (ACCO)

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO). The contact information for the DBH Director/ACCO is as follows:

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

G.7 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.7.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.8.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.8.1.4 Reviewing and approving invoice for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.8.2 The address and telephone number of the COTR is:

Renee Bivins
Logistics Management Officer
Department of Behavioral Health
Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Phone: (202) 299-5221
Email: Renee.Bivins@dc.gov

G.8.3 The COTR shall NOT have the authority to:

a) Award, agree to, or sign any Contract, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;

b) Grant deviations from or waive any of the terms and conditions of the Contract;

c) Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;

d) Authorize the expenditure of funds by the Contractor;

e) Change the Period of Performance; or

f) Authorize the use of District property, except as specified under the Contract.

G.8.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 TYPE OF CONTRACT

This is a Firm Fixed Unit Price Contract. The Contractor shall be remunerated according to Section B.4 - Price Schedule. In the event of termination under this Contract, the DBH shall only be liable for the payment of all goods/services accepted/received by DBH.

G.10 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
H.1	LIQUIDATED DAMAGES	24
H.2	HIRING OF DC RESIDENTS AS APPRENTICE AND TRAINEES	24
H.3	DEPARTMENT OF LABOR WAGE DETERMINATIONS	24
H.4	PUBLICITY	25
H.5	FREEDOM OF INFORMATION ACT	25
H.6	51% DISTRICT RESIDENTS NEW HIRES REQUIRMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	25 - 27
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	27
H.8	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	27
H.9	WAY TO WORK AMENDMENT ACT OF 2006	27 - 29
H.10	COST OF OPERATION	29
H.11	CONTRACTOR LICENSE/CLEARANCES	29
H.12	MANDATORY SUBCONTRACTING REQUIREMENTS	29
H.13	PRIVACY AND CONFIDENTIALITY COMPLIANCE	29

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 ($100.00) per day** against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.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 subcontract 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 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.2.3 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

The Contractors shall be bound by the Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as 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/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

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

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.8) in which the Contractor shall agree that:

1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and

2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Contract Compliance Report") to verify its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

1) Number of employees needed;
2) Number of current employees transferred;
3) Number of new job openings created;
4) Number of job openings listed with DOES;

5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

   a) Name;
   b) Social security number;
   c) Job title;
   d) Hire date;
   e) Residence; and
   f) Referral source for all new hires.

H.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 Director/ACCO its compliance with Section H.6.4 of this clause; or
2) Submit a request to the Director/ACCO 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;
      Advertisement of job openings listed with DOES and other referral sources; and
   c) Any documentation supporting the waiver request pursuant to Section H.6.6.

H.6.6 The Director/ACCO may waive the provisions of Section H.6.4 if the Director/ACCO finds that:

1) A good faith effort to comply is demonstrated by the Contractor;
2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.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/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 Director/ ACCO shall, within two (2) business

days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (ACFO) and the COTR.

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 Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this Section H.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.**

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)**

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.

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.

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

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

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

Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of $250,000 is available at DBH link:

http://dbh.dc.gov/sites/default/files/dc/sites/dmh/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

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at DBH link:

http://dbh.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
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	31
I.2	CONTRACTS THAT CROSS FISCAL YEARS	31
I.3	CONFIDENTIALITY OF INFORMATION	31
I.4	TIME	31
I.5	EQUAL EMPLOYMENT OPPORTUNITY	31
I.6	OTHER CONTRACTORS	31
I.7	SUBCONTRACTORS	31
I.8	INSURANCE	32
I.9	GOVERNING LAW	33
I.10	STOP WORK ORDER	33
1.11	ANTI-KICKBACK PROCEDURES	34 – 35
1.12	RIGHTS IN DATA	35 – 37
I.13	SUSPENSION OF WORK	38
I.14	ORDER OF PRECEDENCE	38

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007, are incorporated by reference into this Contract in Attachment J.1.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein in Attachment J.4. An award cannot be made to any Prospective Bidder/Offeror who has not satisfied the equal employment requirements.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTORS

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

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractors shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its sub-contractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractors shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.

2. Automobile Liability Insurance. The Contractors shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractors shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

   Employer's Liability Insurance. The Contractors shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

I.9 GOVERNING LAW

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

I.10 STOP WORK ORDER

I.10.1 The Director/ACCO may, at anytime, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I.10.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).

I.10.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly.

I.10.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director/ACCO decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.

I.10.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 ANTI-KICKBACK PROCEDURES

I.11.1 Definitions:

I.11.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime Contract.

I.11.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.11.1.3 "Prime Contract," as used in this clause, means a Contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.11.1.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime Contract with the District.

I.11.1.5 "Prime Contractor employee," as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.11.1.6 "Subcontract," as used in this clause, means a Contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.

I.11.1.7 "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subcontract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.11.1.8 "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.11.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.11.2.1 Providing or attempting to provide or offering to provide any kickback;

I.11.2.2 Soliciting, accepting, or attempting to accept any kickback; or

I.11.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.11.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.11.2.2 of this clause in its own operations and direct business relationships.

I.11.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I.11.2.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.

I.11.5 The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the prime Contractor withhold from sums owed a subcontractor under the prime Contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the prime Contractor shall notify the Director/ACCO when the monies are withheld.

I.12 RIGHTS IN DATA

I.12.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.12.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

I.12.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.12.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.12.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation

and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonable withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

I.12.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.12.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.12.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.12.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.12.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.12.7 The restricted rights set forth in Section I.12.6 are of no effect unless:

i) The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____With _____(Contractor's Name); and

ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.12.8 In addition to the rights granted in Section I.12.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.12.9 below, under any copyright owned by the

Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.

I.12.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.12.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.12.10 For all computer software furnished to the District with the rights specified in Section I.12.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.12.5. For all computer software furnished to the District with the restricted rights specified in Section I.12.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.

I.12.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:

I.12.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract; or

I.12.11.2 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.12.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.12.13 Sections I.12.6, I.12.7, I.12.8, I.12.11 and I.12.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.13 SUSPENSION OF WORK

I.13.1 The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this Contract, or by the Director/ACCO's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

I.13.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.13.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.14 ORDER OF PRECEDENCE

A conflict in language or any other inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence, documents that are hereby incorporated into this Contract by reference and made part of the Contract:

I.14.1 U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014 (Attachment J.2)

I.14.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J.1)

I.14.3 Contract Sections A through J of Contract No. RM-15-RFQ-118-BY0-JM

I.14.4 Request for Quotation dated _____

I.14.5 Request for Quotation dated _____, as amended

I.14.6 DBH Policies and Rules

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

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

SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment Number	Document
J.1	**GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLIES AND SERVICES CONTRACTS DATED MARCH 2007:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
J.2	**U.S. DEPARTMENT OF LABOR WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT – WD2005-2103 REVISION NO. 15 DATED 12/22/2014:** http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=15
J.3	**LIVING WAGE NOTICE AND LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006):** http://ocp.dc.gov/page/required-solicitation-documents-ocp
Forms identified below are to be submitted with Contractor's Bid/Proposal	
J.4	**EQUAL EMPLOYMENT OPPORTUNITY INFORMATON AND MAYOR ORDER 85-85:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Complaince%20Documents%200307.pdf
J.5	**FIRST SOURCE EMPLOYMENT AGREEMENT:** http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf
J.6	**TAX CERTIFICATION AFFIDAVIT:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf

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