



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

INVITATION FOR BID (IFB)

**Solicitation Number: RM-15-IFB-139-BY0-MTD
Commercial Dishwasher and Water Booster Heater Equipment**

The Department of Behavioral Health (DBH) is seeking a Contractor to provide a Commercial Dishwasher and Booster Heater Equipment with Installation Services to support Saint Elizabeths Hospital in maintaining compliance with Food Service Operational requirements.

Opening Date: August 27, 2015
Closing Date: September 17, 2015
Closing Time: 2:00 P.M. EST

Optional Pre-Bid Conference: Wednesday, September 2, 2015 at 1:00 PM EST
DBH/Contracts and Procurement Services

Mandatory Site Visit: Thursday, September 3, 2015 at 4:00 PM EST @ Saint Elizabeths Hospital
Address: 1100 Alabama Avenue, SE, Washington, DC 20032 – Main Hospital (Transitional) Entrance

To obtain a hard copy of the Invitation for Bid (IFB) please contact Margaret Desper, Contract Specialist, at:

D.C. Department of Behavioral Health | Contracts and Procurement Services
64 New York Avenue NE – 2nd Floor, Washington DC 20002
Telephone: 202.671-4082

Or visit our website www.dbh.dc.gov – “Opportunities” then select “Contract Opportunities” to obtain a soft copy. Any and all questions pertaining to this Solicitation must be submitted in writing **No Later Than, Wednesday, September 9, 2015 at 5:00PM EST 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

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

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 OF 51	
		3. CONTRACT NAME & NUMBER: Commercial Dishwasher and Water Booster Heater Equipment	
		4. SOLICITATION NUMBER: RM-15-IFB-139-BY0-MTD	
		5. DATE ISSUED: August 27, 2015	
		6. OPENING/CLOSING TIME: August 27, 2015/ Wednesday, September 17, 2015 @ 2:00pm EST	
7. TYPE OF SOLICITATION: [X] INVITATION FOR BID (IFB)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

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

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

AWARD (To be completed by the DBH)

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

**PART 1 – THE SCHEDULE
SECTION B**

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

B.1 PURPOSE OF CONTRACT

The District of Columbia, Department of Behavioral Health (DBH) is seeking an experienced and qualified Contractor to provide a new Commercial Dishwasher and Water Booster Equipment including installation, removal and training services. These services shall support DBH/Saint Elizabeths Hospital in maintaining compliance with Federal and District Government Food Safety and Operations regulations.

B.2 The District contemplates award of a Firm Fixed Price Contract resulting from this Solicitation in accordance with 27 DCMR, Chapter 24

B.3. A Bidder responding to this Solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals/Bids responding to this Invitation for Bid (IFB) may be rejected if the Bidder fails to submit a subcontracting plan that is required by law. **For Contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.** A Subcontracting Plan form is available at <http://ocp.dc.gov> , click on “Required Solicitation Documents”.

B.4 ORDERING PROCEDURES

The items ordered under this Contract resulting from this Solicitation are covered under the Schedule B list of items in this Section. All orders against this Contract are subject to the Terms and Conditions specified and for the period stated.

B.5 Schedule B – PRICING SHEET

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

SCHEDULE B – PRICING SCHEDULE**B.5.1 BASE YEAR PRICING –**

Contract Line Item Number (CLIN)	SERVICES/GOODS	Est. Quantity	Unit	Unit Price	Extended Price
	DBH has a need for an experienced Contractor to provide Commercial Dishwasher and Water Booster Equipment and services as described in Section C.				
	<u>Description of Services</u>				
001	New Commercial Dishwasher –Flight Type Warewasher Equipment and accessories. Hobart Brand or DBH Approved Equal Power Source: Electric	1	EACH	\$	\$
002	New Water Booster Equipment Power Source: Electric	1	EACH	\$	\$
003	Installation Services for Commercial Dishwasher/Booster Equipment including mechanical and trade services	1	EACH	\$	\$
004	Equipment Removal: Disconnect and Seal Existing non-operating plumbing, electrical and mechanical connections.	1	EACH	\$	\$
005	Permits and Drawings –Inspections, Drawings (soft/hard copy) and Permit Costs for New Equipment Installation.	1	EACH	\$	\$
006	Existing Equipment Disposal – Removal/Disposal of Existing Commercial Dishwasher and Water Booster Equipment.	1	EACH	\$	\$
007	Training Services including training aid materials. Up to three (3) sessions.	1	EACH	\$	\$
008	Extended Warranty – Labor/Parts Coverage for non-covered items. Includes diagnostic, testing, repair, re-calibration and transportation fees.	1	EACH	\$	\$
TOTAL CONTRACT AMOUNT				\$ _____	

Signature of Authorized Personnel_____
Print Name of Business/Organization_____
Date_____
Print Name of Authorized Personnel_____
Title

*****END OF SECTION B*******PART 1 – THE SCHEDULE****SECTION C****DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****TABLE OF CONTENTS**

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SECTION C: BACKGROUND, SCOPE OF WORK AND REQUIREMENTS

C.1 BACKGROUND

- C.1.1** The Department of Behavioral Health (DBH) provides prevention, intervention and treatment services and supports for children, youth and adults with mental health and/or substance use disorders that include emergency psychiatric care and community based outpatient and residential services. The Department also operates Saint Elizabeths Hospital, the District's psychiatric facility located at 1100 Alabama Avenue, SE, Washington DC 20032.

SEH requires a replacement Commercial Dishwasher to include a Water Booster Heater as a result of clinical recommendations and Food Service Operations compliance requirements.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

- C.2.1** DBH requires a new Commercial Hobart Brand Flight Type or Approved Equivalent Commercial Dishwasher ("Warewasher") which shall operate on electrical power. The Warewasher shall have a rack-less conveyor and connect to the new electric powered Water Booster Heater. Contractor shall provide installation, removal, disposal and training services under the Contract resulting from this Solicitation. Equipment Delivery and Installation shall be completed within One Hundred and Twenty (120) Days of Contract Award notification. Equipment Training and demonstrations shall be provided as described in Section C.

C.3 SCOPE OF WORK –SPECIFIC REQUIREMENTS

- C.3.1** Contractor shall provide all necessary supervision, labor, adequate staffing, new equipment, materials, supplies, installation accessories, personal protection equipment and debris/dust control measures for the installation of new equipment along with removal/disposal of existing equipment as described.
- C.3.2** Contractor shall attend a Kick-Off Meeting within Seven (7) Business Days of the DBH executed Contract Award Notification.
- C.3.3** Contractor/Sub Contractor' Staff shall attend a mandatory project orientation which shall be conducted by SEH Facilities Management to discuss Hospital policies, security, safety, access and utility connections and population served at the facility. (Transportation and delivery persons are exempt)
- C.3.4** Contractor shall provide all electrical, plumbing and mechanical work associated with the proper installation of the new equipment in accordance to all applicable Federal and District of Columbia regulations. The new equipment shall be installed in accordance with Manufacturer's installation specifications and industry standards (NEC, NEIS, ANSI, etc).
- C.3.5** Contractor shall perform the necessary pre and post installation inspections and operating tests.
- C.3.6** Contractor shall inspect all areas for the performance of this project to determine any defects that may prevent the proper completion of the project. Any such defects shall be immediately reported

to the Contracting Officer's Technical Representative (COTR) and the Contractor shall not proceed with work until such defects are corrected.

- C.3.7 Contractor shall be responsible for all necessary permits, inspection cost, offsite storage, shipping, insurance and freight where required for delivery, installation, removal and disposal.
- C.3.8 **WORKING HOURS:** Contractor working hours shall be performed during the hours of 7:30 AM through 4:00 PM Monday through Friday. Contractor shall provide installation and removal services which require utility shut off or excessive noise **Monday through Friday during the hours of 5:00pm through 4:00am.** Weekend Work shall be Exempt unless approved in writing via the Contracting Officer's Technical Representative (COTR) along with a DBH executed Contract Modification.
- C.3.9 TRAINING SERVICES AND DEMONSTRATIONS:** Contractor shall provide a minimum of three (3) training sessions for onsite Workers.
- a) Contractor shall provide In-service training and demonstrations for SEH Food Service worker on the proper use and specific care of the machine to include but not limited to removal of the scrap screens, water jet arms for cleaning, interval cleaning, etc.
 - b) Contractor shall provide In-service training to SEH Facilities staff on the proper maintenance of the machine.
- C.3.8 Contractor shall furnish and install a new Hobart Brand Flight Type Warewasher in a shared and operational Institutional Kitchen work space.
- C.3.8.1 The new Commercial Grade Dishwasher equipment along with the new electric powered Water Booster Heater shall be equivalent in durability and capacity as Commercial Dishwashers utilized in Private Hospitals and Correctional Facilities.
- C.3.8.2 The Commercial Dishwasher equipment shall be able to manage a daily capacity of five to six (5-6) uses per day during 365 days a year.
- C.3.8.3 Commercial Dishwasher shall be a Hobart Brand FT1000 model or Equal Commercial Dishwasher with the necessary connection, sanitizing and electrical accessories that meet the following Specifications:
- a) Uses 139 gallons of water per hour with sanitizing hot water rinse
 - b) Tanks and hoods shall be fully welded 16 gauge, type 304, 18-8 #4/3 mil finish stainless steel
 - c) Standard frame shall be fabricated from 3"x3"x1/4 steel angle iron. All joints shall be welded and ground.
 - d) Two tank rackless conveyors shall have a minimum capacity of 11,000 dishes per hour up to 15,000 dishes per hour at a belt speed of approximately 9 feet per minute.
 - e) Conveyor belt band width shall approximately 30" with a maximum clearance of approximately 26" throughout the machine.
 - f) Conveyor belt drive shall operate at two (2) speeds and protected by an overload safety device and an automatic shut-down actuator.

- g) Safety conveyor cut off
- h) Frames, legs, and feet shall be stainless steel. Enclosure panels, hood and doors shall be stainless steel and double walled insulated
- i) V-shaped tank(s)
- j) Equipped with sequential digital temperature readout of each tank housed. Readouts shall constantly display the temperature of the pre-wash, wash, power rinse, and final rinse. Water shall be automatically added to the machine when required.
- k) A ball valve shall be installed in the drain line of each tank and interconnected to a common machine drain connection at the load end of the machine.
- l) All tank areas shall be completely covered with removable, perforated stainless steel scrap screens/trays.
- m) Block manifold wash arms shall be easy to remove, clean, and replace with non-clogging convex wash arm jets.
- n) Machine shall be equipped with self-draining stainless steel pumps, impellers, and housings that are readily accessible and serviceable.
- o) Each door shall be equipped with a door safety switch to prevent it from operating when the door(s) are open.
- p) The machine shall be equipped with an operator activated start-stop switches on both the load and unload ends of the control panel.
- q) Machine shall have a single, built-in 18" diameter indirect vent connection with a 0.2hp exhaust fan mounted in a cleanable cross duct on the machine for condensate removal and indirect vent connection.
- r) Machine shall be equipped with removable insulated panels to enclose the unit down to the base frame on both the front and rear of the machine.
- s) Machine shall have stainless steel center fed manifolds that are easily removed with positive indexing. Orifices shall be round and stricture free with stainless steel deflectors.
- t) Motors and pumps: motors shall be heavy duty, 1750 RPM, splash proof, grease sealed ball bearing, requiring no maintenance. Motors shall be integrated with centrifugal pumps through pack-less, stainless steel and ceramic seal insuring perfect alignment and quiet operation.
- u) Control panel: shall be centered on hood, top mounted. Hinged front opening shall be in compliance with the regulations of the DC Industrial Accident commission. Fitted with oil tight pushbuttons and pilot lights. Waterproof stop-start stations for conveyor provided at each end of the machine.
- v) Magnetic motor starters with overload and low voltage protection
- w) Inspection door and scrap removal doors for each compartment with double access door at rear center of hood.
- x) Flow pressure gauge, pressure regulating valve, and shock arrester in final rinse line.

- y) Vacuum breakers in final rinse and fill lines as per code requirements shall be provided.
- z) Stainless steel standpipe with bell type skimmer in wash tank shall be provided.
- aa) All risers, baffles, stiffeners, side rails and end plates shall be Type 304, 18-8 stainless steel.
- bb) Standard internal supply lines for hot water shall be 3/4" IPS, Type K copper.
- cc) Standard internal drain line manifold shall be 2" IPS, Type K copper.
- dd) Standard feet shall be adjustable, stainless steel, sanitary type in Compliance with NSF standard #3.
- ee) Internal wiring shall be complete in waterproof conduit fittings to a terminal strip in a common junction box, for separate line connections to each electrical component.
- ff) Internal plumbing shall be complete with all waste and supply connections
- gg) The tank heating: Electric fired, infrared tank heating system. Burners shall be constructed of woven ceramic fiber that are thermostatically controlled and features a manual off-on valve.
- hh) Circuit breakers in panel permitting complete final connection for entire electrical requirements of the machine with one 3 wire circuit.
- ii) Capacity to Connect to the new electric powered water booster heater.
- jj) Chemical Dispensing equipment connections.
- kk) Allows service access from front of machine.
- ll) Blower Dryer - Equipped with a stainless steel tunnel incorporated into the discharge section of the machine. The blower dryer shall be installed such that it keeps the operating personnel from removing the wares before it reaches the end of the unload section.
- mm) Machine shall have the capability of automatically performing De-liming

C.3.9 Reconditioned or Refurbished Equipment shall not be accepted.

C.3.10 Contractor(s) shall be responsible to verify all measurements, connection locations, loading dock measurements and quantity prior to submitting Bids. Contractor shall place an order with the Manufacturer or Manufacturer's authorized dealer within ten (10) Days of Contract Award and provide the COTR the delivery lead timetable in writing.

C.3.11 Contractor shall on a daily basis remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay. Contractor shall not utilize any dumpster on the SEH campus grounds

C.3.12 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, and existing structures shall be fully restored or replaced by the contractor at no cost to the District of Columbia Government within five (5) working days.

C.3.13 DEMOLITION: Contractor shall safely and responsibly remove and discard the existing Commercial Dishwasher and Water Booster Heater equipment.

a) Stero Brand Warewasher: Model STPW-24D / Serial Number: 75956-11-08

b) Water Booster Heater: HATCO Gas Booster Model PMG-200/ Serial Number: 4555821406

C.3.14 The Contracting Officer Technical Representative (COTR) shall receive all Contractor reports, schedules, final drawings along with being responsible for monitoring performance of the Contractors' services to be performed under the Contract resulting from this Solicitation.

C.3.15 Contractor shall obtain written approval from COTR approval prior to placing order for equipment and commencing installation services.

C.3.16 Contractor and/or Contractor's deployed Staff performing onsite services shall be required to comply with facility security check point requirements which includes but not limited to Federal and/or State Issued Photo Identification verification. Contractor(s) shall immediately leave the premises after the completion of on-site work or meetings

C.3.17 **Smoke-Free Facilities** – DBH owned and operated facilities are Smoke-Free. It shall be the Contractor's responsibility to ensure that deployed persons comply with the smoke-free policy.

C.3.18 The following documents are applicable to this procurement and are incorporated by this reference.

Reference	Document Location
DC Municipal Regulations – Department of Health- Title 25 Subtitle A Food and Food Operations	http://doh.dc.gov/sites/default/files/dc/sites/doh/publication/attachments/DC%20Register_Nov_30_2012_Final%20Rulemaking_DOH%20-%2025A%20DCMR%20-%20Food%20and%20Food%20Operationspdf.pdf
DC Department of Consumer and Regulatory Affairs District of Columbia Permits www.Dcra.dc.gov	http://dcra.dc.gov/page/about-permits http://dcra.dc.gov/page/overview-permitting-process
DC Municipal Regulations – Department of Consumer and Regulatory Affairs Title 25 – Construction Codes and Construction Code Supplement	http://dcra.dc.gov/page/district-columbia-construction-codes

C.3.19 WARRANTY AND MAINTENANCE: Contractor shall provide the DBH with all manufactures' and extended warranties for all installed equipment within ten (10) business days from the time of the completion of delivery and installation acceptance. Warranties shall be in hard copy (3 copies) and electronic format (removable storage drive) delivered to the COTR. The Workmanship warranty shall be for One (1) Year or per the manufacturer's specifications whichever is greater.

C.3.20 Pursuant to 27 DCMR Section 4026.1 as it applies to DBH Contracts and Procurement, the Director, Contracting and Procurement/Agency Chief Contracting Officer (Director/ACCO) shall ensure that each Warranty in a District Contract clearly delineates the rights and obligation of the Contractor and the District for defective items and services and fosters quality performance.

C.3.21 Warranty Terms and Conditions

- a) The Contractor's obligations under a Warranty shall extend to all defects discovered during the warranty period, but shall not include any damage caused solely by the District.
- b) A Warranty shall provide, at a minimum that the District may obtain an equitable adjustment of the Contract or direct the Contractor to repair or replace the Defective item at the Contractor's expense.
- c) If it is not practical to require the Contractor to make a repair or provide a replacement or because of the nature of the item, the repair or replacement does not afford an appropriate remedy to the District, the Warranty may provide an alternative, such as allowing the District to do either of the following:
 - i. Retain the Defective item and reduce the Contract price by an amount equitable under the circumstances; or
 - ii. Arrange for the repair or replacement of the Defective item by the District, or by another source, at the Contractor's expense.
- d) The Director/ACCO shall clearly specify the duration of the Warranty after consideration of the following factors:
 - i. The estimated useful life of the item;
 - ii. The nature of the item including storage or shelf-life; and
 - iii. Trade practice
- e) The duration of the Warranty shall not extend the Contractor's liability for patent defects beyond a reasonable time after acceptance by the District. Each Warranty shall specify a reasonable time for furnishing notice to the Contractor regarding the discovery of defects.
- f) The Director/ACCO shall consider the following factors when establishing the notice period:
 - i. Time necessary for the District to discover the defects;
 - ii. The time reasonably required for the District to take necessary administrative steps and make a timely report of discovery of the defects to the Contractor; and
 - iii. The time required to discover and report defective replacements.

C.3.21 MANDATORY SITE VISIT:

**Thursday, September 3, 2015 at 4:00 PM EST @ Saint Elizabeths Hospital-
Project Site: 1100 Alabama Avenue SE, Washington, DC 20032
Lobby: Main Facility Entrance**

- 3.21.1 Prospective Bidders are required to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said

job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.

C.3.22 GUARANTEE OF WORK:

- C.3.22.1** Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by Best Practice and Standard Specifications and other applicable codes, and standard engineering practices.
- C.3.22.2** The Contractor guarantees, for a Period of One (1) Year after Date of Acceptance to repair or replace any work in which any Defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District.
- C.3.22.3** In any case where in fulfilling the requirements of the Contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- C.3.22.4** Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District may (1) either have such work performed as the Director/ACCO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District the sum estimated by the Director/ACCO under the provision of paragraphs above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

C.4 DISTRICT RESPONSIBILITIES:

- C.4.1** The Department of Behavioral Health (DBH) shall:
 - a) Provide the Contractor with building access including loading dock use to facilitate services.
 - b) Provide the Contractors/Sub Contractors with an on-site Facility Orientation which is mandatory for persons directly responsible for installation, testing and operational services. (Delivery and Transportation persons are exempt).

C.5 CONTRACTOR'S MINIMUM QUALIFICATIONS AND RESPONSIBILITIES

- C.5.1** Contractor is responsible for having and demonstrating an understanding of the work to be performed along with proposed services including a work plan, methodology, experience, skills and qualified staff.
- C.5.2** Contractor shall have the necessary financial, technical and technological resources to furnish and install goods. Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by Engineering, Electrical and Mechanical Best Practice Standards.

- C.5.3 Contractor shall maintain documents that each person deployed possesses the requisite training, qualifications and competence to perform the duties to which they are assigned.
- C.5.4 Contractor shall possess at the time of the response verifiable work experience for three (3) to five (5) years providing for the same or similar commercial equipment delivery and installation under Healthcare, Correctional or Academic Institutional environments.
- C.5.5 DELIVERABLES** Contractor shall perform the activities required to successfully complete the District's requirements and submit each Deliverable to the COTR.

Item	Description	Format	Due Date
Work Schedule	Contractor shall provide the COTR schedule that shows key milestones, material delivery, demolition, installation, clean up and close out.	Simple bar or Gantt chart schedule - Soft Copy	Within 15 Days from Contract Award
Drawings/Cut Sheets	Contractor shall submit for COTR approval cut sheets that shows detailed specifications and installation requirements Customized and Final Drawing/Cut Sheets Required prior to Installation	Hard and Soft Copy	Within (ten) 10 business days from Contract Award
Activity Hazard Analysis (AHA):	Contractor shall submit for COTR approval AHA's for each definable features of work associated with this project. Purpose: The purpose of activity hazard analysis (AHA) is to identify potential risks that exist around the worksite premises.	Soft Copy	Within 15 Days of Contract Award
Permits and Licenses	Equipment compliance certifications that the equipment conforms to ANSI, NEC or other Standardization Authority. Copy of DC Trade Permits and Applicable Licenses	Soft and Hard Copy	Prior to Equipment Installation
Material Safety Data Sheets (MSDS)	MSDS sheets applicable for the installation and operation of equipment.	Soft and Hard Copy	Prior to DBH Acceptance of Final Work
Operations & Maintenance Manuals (O&Ms)	Operations and Maintenance (O&Ms) manuals. Two (2) hard copies and one (1) soft copy on disc or other DBH approved removable storage media	Hard and Soft Copy	Prior to DBH Acceptance of Final Work
Warranties	Manufacturer's, Extended Labor/Parts Warranty and Other Warranties as Applicable under the Procurement	TBD	Prior to DBH Acceptance of Final Work

*** END OF SECTION C ***

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

- D.1** The packing and marking requirements for this Contract shall be governed by clause number (2), of the District of Columbia's Standard Contracts and Provisions for use with Supplies and Services Contracts dated March 2007. (Section J – Attachment)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

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

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.
<http://ocp.dc.gov/publication/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/Agency Chief Contracting Officer (ACCO) and at no additional cost to the DBH.
 - E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.
- E.2.5 In the case of unsatisfactory work, DBH:
 - E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
 - E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

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

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

E.3.2.1 Stop work as specified in the notice

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

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

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

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

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

E.3.2.7 Complete performance of the work not terminated

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

E.4 TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

PART I - THE SCHEDULE**SECTION F: DELIVERY AND PERFORMANCE****F.1 PERIOD OF PERFORMANCE (POP)**

The District contemplates awarding a Fixed Unit Price Contract. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is a Base Year from Date of Award as specified in Section B.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**F.2.1 RESERVED****F.3 DELIVERABLES**

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

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

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.4.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director/ACCO in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DBH.

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

PART I: THE SCHEDULE

SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract for the purpose of supplying new Commercial Kitchen Equipment with Installation, Removal and Training Services. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

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

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2015. 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, 2015 until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.4 MODIFICATIONS

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

G.5 INVOICE PAYMENT

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

G.6 SUBMISSION OF INVOICE

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

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

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

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

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

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

G.6.2.8 Authorized signature.

G.6.3 Certification of Invoice

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

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.8 PAYMENT

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

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

G.9 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

(Name and address of Assignee)

G.10 QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

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

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

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

G.10.2 Payments to Subcontractors

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

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

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

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

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

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

G.10.3 Subcontractor Requirements

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

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

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

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

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

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

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

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

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

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

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

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

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

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

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

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

Gilbert Taylor
Director, Facilities and Environment Department
DBH/Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Office: (202) 299-4547
Email: Gilbert.Taylor@dc.gov

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

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

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

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

PART I – THE SCHEDULE

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **\$200.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.2 CONTRACTOR LICENSE/CLEARANCES

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

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE HIPAA BUSINESS ASSOCIATE COMPLIANCE

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

H.4 COST OF OPERATION

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

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

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

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

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

H.7 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

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

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

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

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

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

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

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

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

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

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

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

H.8.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

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

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

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard

Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

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

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

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

H.9 PUBLICITY

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

H.10 FREEDOM OF INFORMATION ACT

H.10.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a.3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the Agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the

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

H.11 SUBCONTRACTING REQUIREMENTS

H.11.1 Mandatory Subcontracting Requirements - An Offeror/Bidder responding to this Proposal/Solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFQ/IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. **For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.11.**

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

a) Mandatory Subcontracting Requirements

- 1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- 2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- 3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- 4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 5) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- 7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least

50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the Director/ACCO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor shall pay each subcontractor.

c) Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the Director/ACCO, CA, District of Columbia Auditor and the Director of DSLBD.

d) Subcontracting Plan Compliance Reporting.

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor shall pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor shall not receive credit toward its subcontracting requirements for that subcontract.

e) Annual Meetings - Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the Director/ACCO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

f) Notices - The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

g) Enforcement and Penalties for Breach of Subcontracting Plan

(1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

(2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

If the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the contract under the default provisions **in clause 8** of the Standard Contract Provisions (SCP), **Default**.

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

PART II: CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at: <http://ocp.dc.gov/publication/standard-contract-provisions-march-2007>

I.1.2 **DEPARTMENT OF LABOR WAGE DETERMINATIONS** The Contractor shall be bound by the Wage Determination No. 2005-2103 dated July 8, 2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

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

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site. <http://dbh.dc.gov/node/237952>

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTORS

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

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

I.9 SUSPENSION OF WORK

I.9.1 The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this Contract, or by the Director/ACCO's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption and the Contract modified in writing accordingly.

I.9.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.9.3 A claim under this clause shall not be allowed for any costs incurred more than Twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.10 STOP WORK ORDER

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

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

I.11 INSURANCE

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

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health**

64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

I.12 COMMERCIAL GENERAL LIABILITY INSURANCE

A. **GENERAL REQUIREMENTS.** 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 Director/ACCO 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 Director/ACCO 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 Director/ACCO 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.

- B. **DURATION.** The Contractors shall carry all required insurance until all Contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and

equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.

F. **NOTIFICATION.** The Contractors shall immediately provide the Director/ACCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the Director/ACCO.

G. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

I.13 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.14 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.15 ANTI-KICKBACK PROCEDURES

I.15.1 Definitions:

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

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

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

I.15.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.15.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

- I.15.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.15.5 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contractor a subcontract entered into in connection with such prime contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- I.15.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.15.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.15.7.1 Providing or attempting to provide or offering to provide any kickback;
 - I.15.7.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.15.7.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.15.8 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.15.7 of this clause in its own operations and direct business relationships.
- I.15.9 When the Contractor has reasonable grounds to believe that a violation described in Paragraph I.15.7 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.
- I.15.10 The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director/ACCO when the monies are withheld.

I.16 ORDER OF PRECEDENCE

- I.16.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Solicitation by reference and made a part of the Contract:
- I.16.2 Wage Determination issued by the U.S Department of Labor, Dated July 8, 2015 (J.6)
- I.16.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.16.4 Sections A through K of this Contract Number **RM-15-IFB-139-BY0-MTD**, Signed Amendments by Bidder/Offeror, Attachments and Waiver of Subcontracting Requirement
- I.16.5 Invitation for Bid (IFB) Submission dated _____
- I.16.6 Released Invitation for Bid (IFB) Solicitation dated August 27, 2015
- I.16.7 DBH Policies and Rules (J.4, J.5)

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

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

Attachment No.	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
J.2	DC Department of Consumer and Regulatory Affairs Business Registration and Licensing http://dcra.dc.gov/service/corporate-registration http://dcra.dc.gov/node/545242
J.3	2015 Living Wage Act Fact Sheet (The Living Wage Act of 2006) http://ocp.dc.gov/publication/2015-living-wage-fact-sheet-and-living-wage-notice
J.4	Department of Behavioral Health Policies and Rules http://dbh.dc.gov/page/policies-rules
J.5	Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) http://dbh.dc.gov/node/243632
J.6	Wage Determination No. 2005-2103 (Revision 16) July 8, 2015 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=16
J.7	First Source Agreement – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$300,000.00 – http://ocp.dc.gov/publication/first-source-employment-agreement-rev-2013
J.8	Mandatory Subcontracting Requirements – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$ 250,000.00 http://dbh.dc.gov/node/816392
REQUIRE COMPLETION AND SUBMISSION WITH BID/OFFER	
J.9	Tax Certification Affidavit http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/tax_certification_afidavit.pdf
J.10	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.11	Bidder/Offeror Certification Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx

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.

PART I: THE SCHEDULE

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certifications available at www.ocp.dc.gov - click on “OCP Solicitations”, then on “Required Solicitation Documents” or see Section J.

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

PART I: THE SCHEDULE**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS****L.1 METHOD OF AWARD**

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this Solicitation. The Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to Award a single contract resulting from this Solicitation to the responsive and responsible Bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.2 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.3 The Bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this Award. Failure to bid on all CLINs shall render the bid non-responsive and disqualify a bid.
- L.2.4 The Bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

- L.3.1 Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the works is to be accomplished. Bidders shall not be relieved from assuming all responsibility for properly estimating difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID FORM, ORGANIZATION AND CONTENT

- L.4.1 All applicable documents are to be signed in blue ink. Each Bid if mailed or hand delivered (**facsimiles or electronic submissions shall NOT be accepted**) shall be submitted in a sealed envelope conspicuously marked "Invitation for Bid No. **RM-15-IFB-139-BY0-MTD**", title and name of Bidder.

- L.4.2 Descriptive Literature: Literature describing product should be limited to a one 8.5 x 11 page Fact Sheet and a photograph of the product.

L.5 BID SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BID AND LATE BID

- L.5.1 The District shall conduct an Optional Pre-Bid Conference on **WEDNESDAY, September 2, 2015 FROM 1:00PM UNTIL 2:00 PM at the Department of Behavioral Health located at 64 New York Avenue, Northeast, 3RD Floor, Conference Room number 320, Washington, DC 20002.**

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

L.5.1.1 Official Answers shall be provided in writing to all Prospective Bidders who are listed on the official Bidders' list as having received a copy of the Solicitation, RM-15-IFB-139-BY0-MTD and shall be issued as an Amendment to this solicitation.

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

“BID in Response to Solicitation No. **RM-15-IFB-139-BY0-MTD**”

No Later than September 17, 2015 at 2:00 PM local EST to the following address:

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

- L.5.2.1 Bids, Modifications to Bids, or Requests for Withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The Bid or Modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of Bids;

- (b) The Bid or Modification was sent by mail and it is determined by the Director of Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The Bid is the only Bid received.
- (d) The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this Solicitation. The Bidder's solicitation submission must be signed in Blue Ink. DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Bid/Offer.

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

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

L.5.4 Late Modifications - A late modification of a successful Bid, which makes its terms more favorable to the District, shall be considered at any time it is received and shall be accepted.

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

L.6 **ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so shall be at the Bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.7 **BID OPENING**

The District shall make publicly available the name of each bidder, the bid price and other information that is deemed appropriate. **Bid Opening shall take place on September 17, 2015 at 2:30 PM EST at the following:**

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

L.8 BID PROTESTS

Any actual or prospective Bidder or Offeror who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the DBH Director of Contracts and Procurement Services/Agency Chief Contracting Officer.

L.9 ACKNOWLEDGMENT OF AMENDMENTS

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

L.10 BIDS WITH OPTION YEARS

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

L.11 LEGAL STATUS OF BIDDER

Each Bid must provide the following information:

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

L.11.2 A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

L.12 QUESTIONS ABOUT THE SOLICITATION

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

**Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement**

Agency Chief Contracting Officer
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor
Washington, DC 20002
Samuel.feinberg@dc.gov

The Prospective Bidder should submit questions **no later than September 9, 2015**. The District may not consider any questions received less than seven (7) Days before the date set for submission of bids. The District shall furnish responses via an Amendment to the Solicitation. Amendment shall be issued if the Director/ACCO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective Bidder. Oral explanations or instructions given by District officials before the award of the Contract shall not be binding.

L.13 UNNECESSARILY ELABORATE BIDS

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

L.14 RETENTION OF BIDS

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

L.15 BID COSTS

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

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

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

L.17 ACCEPTANCE PERIOD

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

L.18 FAILURE TO SUBMIT BIDS/OFFERS

Recipients of this IFB not responding with a Bid should not return this solicitation. Instead, they should advise the, Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO), Department of Behavioral Health, 64 New York Avenue, N.E., 2nd Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future Solicitations for similar requirements. It is also requested that such recipients advise Director/ACCO of the reason for not submitting a Bid in response to this IFB. If a recipient does not submit a Bid and does not notify the Director/ACCO, Department of Behavioral

Health that future Solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.19 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.20 CERTIFICATES OF INSURANCE

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

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

L.21 GENERAL STANDARDS OF RESPONSIBILITY

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

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

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

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

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

L.22 BRAND NAME OR EQUAL

L.22.1 As used in this clause, the term “brand name” includes identification of products by make and model.

L.22.2 If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and specific characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be at least equal in all material respects and to meet the minimum essential requirements identified in the IFB for the brand name products referenced in the IFB.

L.22.3 Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.

L.22.4 If the bidder proposes to furnish one or more “equal” products, it shall clearly identify these products in an attachment to the bid as follows: A cover page listing each of the proposed brand name items; the name of the item for which each substitute is proposed; and a separate packet of information detailing and supporting the equality of each of the proposed item(s) and how it meets or exceeds each item of the specification.

L.22.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and, for purposes of determining the bidder’s responsiveness, this evaluation shall be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the

purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

- L.22.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material necessary for the District to (i) fully determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award.

Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB shall not be considered

L.23 MANDATORY SITE VISIT

- L.23.1 The District shall conduct a mandatory site visit on **Thursday, September 3, 2015 @ 4:00 PM EST** at the Project Site – DBH/ Saint Elizabeths Hospital located at 1100 Alabama Avenue, SE, Washington, DC 200032 (East Campus). Building Main Entrance – Transitional corridor
Also accessible via the Metro Green Line – Congress Heights Metro Station
- L.23.2 Saint Elizabeths Campus require 100% ID check at the campus grounds Metro or Roadway access points and upon building entry. All persons are required to possess a non-expired Federal, District or State issued photo identification.
- L.23.3 Prospective Bidders shall be given an opportunity to review, inspect and survey existing equipment, work areas, take measurements, inspect loading dock access points, etc. The purpose of the Site Visit is to provide a structured and formal opportunity for Bidders to survey the facility existing equipment and areas prior to submitting Bids along with providing visual clarification in Solicitation documents. Attendees must complete the Mandatory Site Visit Attendance Roster at the conference so that their attendance can be properly recorded.

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

**PART I: THE SCHEDULE
SECTION M**

EVALUATION FACTORS FOR AWARD

M.1 Preferences for Certified Business Enterprises

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

M.1.1 Application of Preferences

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

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

- M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

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

- M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001
- M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

RESERVED

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