

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



REQUEST FOR QUOTES(RFQ)

**RM-16-RFQ-032-BY4-SDS – Pharmacy Automatic Dispensing System Technical Assistance,
Maintenance and Repair**

Department of Behavioral Health (DBH) is seeking a Contractor to provide all labor, equipment, supervision, supplies needed to provide 24/7 Technical Assistance and Annual On-Site Maintenance and Repair for the Automated Dispensing System currently in use at Saint Elizabeths' Hospital (SEH)

The vendor shall provide services as outlined in the attached Request for Quotation document.

Opening Date:	Wednesday, December 2, 2015
<u>Mandatory Site Visit:</u>	Monday, December 7, 2015 at 3:0 PM
Location:	Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20020
Closing Date:	Friday, December 11, 2015 at 10:00 A.M. Local Time

To obtain a copy of this Request for Quote (RFQ), please visit our website at www.dbh.dc.gov and under the "Opportunities" header, please select "Contract Opportunities", from there select "Index of Procurement Listings", or contact Silvia D. Silverman, Contract Specialist, at (202) 671-3179 or by email at silvia.silverman@dc.gov.

Any and all Amendments to this solicitation shall be posted to and may be obtained from the above referenced DBH website.

Please return completed quote to Ms. Silvia D. Silverman via hand delivery, U.S. Postal Service (Mail) to:

Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002

or via e-mail at silvia.silverman@dc.gov.

Any and all questions pertaining to this RFQ shall be submitted in writing no later than two (2) days prior to the closing of this solicitation to:

Ms. Silvia D. Silverman, CPPB
Contract Specialist
Contracts and Procurement Services
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
silvia.silverman@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 (DBH) Contracts and Procurement Services 64 New York Avenue, NE, 2nd Floor Washington, DC 20002		2. PAGE OF PAGES: 1 of 56	
		3. CONTRACT NUMBER AND NAME: Pharmacy Automatic Dispensing System Technical Assistance, Maintenance and Repair	
		4. SOLICITATION NUMBER: RM-16-RFQ-032-BY4-SDS	
		5. DATE ISSUED: December 2, 2015	
		6. OPENING/CLOSING TIME: 10:00 AM on December 11, 2015	
7. TYPE OF SOLICITATION: REQUEST FOR QUOTATIONS		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			

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

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	32 - 41
x	B	Supplies/Services and Price/Costs	2 - 4	PART III – List of Documents, Exhibits and Other Attachments			
x	C	Description/Specs/Work Statement	5 - 9	x	J	List of Attachments	42
x	D	Packaging and Marking	10- 11	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	12 - 15	x	K	Representations, Certifications and other Statements of the Contractors	43-48
x	F	Deliveries or Performance	16- 17	x	L	Instructions, Conditions & Notices to the Contractors	49 - 53
x	G	Contract Administration	18 - 24	x	M	Evaluation Factors for Award	54 - 56
x	H	Special Contract Requirements	25 - 31				

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 90 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the Solicitation.

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

SECTION B

**SUPPLIES OR SERVICES AND PRICE
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	PERIOD OF PERFORMANCE	3
B.4	ORDERING PROCEDURE	3
B.5	PRICE SCHEDULE	3

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

B.1 PURPOSE OF SOLICITATION

Department of Behavioral Health (DBH) is seeking a Contractor to provide all labor, equipment, supervision, supplies needed to provide 24/7 Technical Assistance and Annual On-Site Maintenance and Repair for the Automated Dispensing System currently in use at Saint Elizabeths' Hospital (SEH)

B.2 CONTRACT TYPE

The District contemplates one (1) Firm Fixed Price Contract to perform the services described in Schedule C, in accordance with 27 DCMR, Chapter 24, for a Period of Performance of One (1) Base Year with a possibility of the exercise of an additional Four (4) Option Years.

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 DBH are not eligible to be paid for holidays and sick leave. However, if work is performed on a Holiday, payment shall be made at the indicated rate.

B.3 PERIOD OF PERFORMANCE

The Period of Performance (POP) for this Contract shall be for One Year from Date of Award.

B.4 ORDERING PROCEDURES

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Section C as agreed upon in the Contract.

B.5 PRICE SCHEDULE

B.5.1 BASE YEAR

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	24/7 Technical Assistance of the Automatic Dispensing System (ADS) currently in use at Saint Elizabeths Hospital (SEH).	1	Year		
0002	On-Site Maintenance and Repair of the ADS	1	Year		
0003	Pixis MAP Portal Tier 4, Specialty Care <100 Beds	12	Month		
TOTAL					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

B.5.1 OPTION YEAR ONE

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1001	24/7 Technical Assistance of the Automatic Dispensing System (ADS) currently in use at Saint Elizabeths Hospital (SEH).	1	Year		
1002	On-Site Maintenance and Repair of the ADS	1	Year		
1003	Pixis MAP Portal Tier 4, Specialty Care <100 Beds	12	Month		
TOTAL					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

B.5.1 OPTION YEAR TWO

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
2001	24/7 Technical Assistance of the Automatic Dispensing System (ADS) currently in use at Saint Elizabeths Hospital (SEH).	1	Year		
2002	On-Site Maintenance and Repair of the ADS	1	Year		
2003	Pixis MAP Portal Tier 4, Specialty Care <100 Beds	12	Month		
TOTAL					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

B.5.1 OPTION YEAR THREE

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3001	24/7 Technical Assistance of the Automatic Dispensing System (ADS) currently in use at Saint Elizabeths Hospital (SEH).	1	Year		
3002	On-Site Maintenance and Repair of the ADS	1	Year		
3003	Pixis MAP Portal Tier 4, Specialty Care <100 Beds	12	Month		
TOTAL					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

B.5.1 OPTION YEAR FOUR

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
4001	24/7 Technical Assistance of the Automatic Dispensing System (ADS) currently in use at Saint Elizabeths Hospital (SEH).	1	Year		
4002	On-Site Maintenance and Repair of the ADS	1	Year		
4003	Pixis MAP Portal Tier 4, Specialty Care <100 Beds	12	Month		
TOTAL					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title of Authorized Personnel

SECTION C

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
C.1	BACKGROUND	7
C.2	SCOPE OF WORK	7
C.3	GENERAL REQUIREMENTS	7
C.4	CONTRACTOR QUALIFICATIONS AND REQUIREMENTS	8
C.5	STANDARD OF PERFORMANCE	9

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND:

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 (SEH), the District's psychiatric facility, located at 1100 Alabama Avenue, SE, Washington, DC 20032

The average patient at Saint Elizabeths Hospital is on at least four medications with some taking as many as twelve medications. As a result, over twenty thousand unit doses of medication are filled on a weekly basis in patient specific containers and delivered to medication carts on the individual wards. On a daily basis, there are as many as three thousand medication doses scheduled for medication administration. The current Automated Dispensing System (ADS) is located on the Wards where patients' medications are stored. The machines are stocked by a centralized pharmacy located in the hospital. The ADS integrates seamlessly with the hospital's existing Hospital Information Systems, the first is Avatar (Netsmart) a physician order entry /client management software system for behavior management providers, which contains an electronic medical administration record (eMAR) and the other is WORx (Mediware) the pharmacy drug therapy management system. The current Hospital Information Systems record all services; diagnoses, medications, treatment plans, and billing for a given patient's stay and are accessible to hospital staff via their desktops.

C.2 SCOPE OF WORK:

Department of Behavioral Health (DBH) is seeking a Contractor to provide all labor, equipment, supervision, supplies needed to provide 24/7 Technical Assistance and Annual On-Site Maintenance and Repair for the Automated Dispensing System currently in use at Saint Elizabeths' Hospital (SEH)

C.3 GENERAL REQUIREMENTS

The Automatic Dispensing System and selected Vendor shall:

- C.3.1 Provide periodic training for a designated Pyxis System Manager identified and provided by DBH and who shall be responsible for maintaining the Pyxis Product which includes loading them with medication;
- C.3.2. Work with Mediware (ADT) and Netsmart¹ (Profile) to provide all turnkey and necessary interface development and testing by the DBH Pharmacy with assistance from an Interface Engineer;
- C.3.3 Shall provide training that consists of Onsite, Train the Trainer, CD, Online and MedStation with Tutorial;

- C.3.4 Provide 24 hour a day, seven a day week technical assistance for ADS and associates software and hardware. Technician should be available to provide technical assistance on site within 8 hours, if problem cannot be solved remotely.
- C.3.5 Provide software upgrades, as defined in Section C.3.12 below, at no additional cost, as they become available;
- C.3.6 Follow all relevant rules, regulations, policies and procedures and keep abreast of additional procedures District representatives may direct from time-to-time.
- C.3.7 Have a secured method of access that requires password and/or biometric reader (i.e. finger printer reader)
- C.3.8 Provide an audit trail of every inventory addition, adjustment or removal providing user name, date, time, medication, dose etc.
- C.3.9 Provide through the System an additional level of security in order to access controlled substances
- C.3.10 Provide replenishment information to central Pharmacy Management System in the form of reports that can be run centrally
- C.3.11 Pyxis MedStation Console installed and communicates with an Uninterruptable Power Supply (UPS) which shuts down Pyxis MedStation Console. In the event that a Power Outage occurs and last longer than two (2) minutes, the UPS shall allow the Software to shut down the application, then the Operating System, then the UPS itself for anything lasting longer than 2 minutes. Pyxis MedStation Console allows for key based manual access utilizing Master Key (s) that are supplied with system and stored with Pharmacist or Security
- C.3.12 Software Updates — If Contractor generally releases an update to the Software (e.g. operating system bug fixes, virus updates, etc.) to maintain the functionality of the operation or security of the Software (each, an Update), then Contractor shall promptly install the Update, deliver notice to Customer of Updates and Customer shall promptly perform an audit of the proper communication of transactions between the Pyxis System and Customer's Information System

C.4 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

- C.4.1 The Contractor must provide proof of certifications that allows the contractor or its Subs to perform the work described in this solicitation.
- C.4.2 All of the materials provided and services that shall be performed inside of the buildings shall be in accordance with all applicable codes and standards to include the hospital's policies and procedures.
- C.4.3 WORKING HOUR - All of the repairs/upgrades/replacements associated with this contract shall be performed during the hours of 7:30AM through 4:00PM, Monday through Friday. Holidays and weekends are exempted. Work on holidays and weekends must be requested by the contractor forty — eight (48) hours and approved by the COTR prior to performing the work, unless it is an authorized emergency.

C.4.4 COORDINATION OF WORK -The contractor shall coordinate all work schedules with the Contracting Officer Technical Representative (COTR).

C.5 STANDARD OF PERFORMANCE

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

SECTION D

**PACKING AND MARKING
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
D.1 & D.2	PACKAGING AND MARKING	11

SECTION D
PACKAGING AND MARKING

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

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

SECTION E

**INSPECTION AND ACCEPTANCE
TABLE OF CONTENTS**

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

SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

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

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

E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items

E.2.3 The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment

E.2.4 In case of non-performed work, DBH shall:

E.2.4.1 Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.

E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) and at no additional cost to the DBH.

E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.

E.2.5 In the case of unsatisfactory work, DBH:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.

E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director /ACCO and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

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

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

E.3.2.1 Stop work as specified in the notice.

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

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

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

E.3.2.5 With approval or ratification to the extent required by the Director/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 Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier, and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully, or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties 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.

SECTION F

**DELIVERY AND PERFORMANCE
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
F.1	PERIOD OF PERFORMANCE	17
F.2	OPTION TO EXTEND THE TERM OF CONTRACT	17
F.3	DELIVERABLES	17
F.4	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	17

SECTION F

DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Term of the Contract shall be for a Period of Performance (POP) of One (1) Year from Date of Award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of Four (4) One-Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The Exercise of any option is at the sole and absolute discretion of DBH based upon satisfactory performance by the Contractor and availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

F.2.2 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in Section B of the Contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed Five (5) Years.

F.3 DELIVERABLES

The Contractor shall perform a check of each of the 12 Dispensing Machines' general functionality on a quarterly basis.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

SECTION G - CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
G.1	CONTRACT ADMINISTRATION	21
G.2	TYPE OF CONTRACT	21
G.3	MODIFICATIONS	21
G.4	AVAILABILITY OF FUNDS	22
G.5	THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	22
G.6	SUBMISSION OF INVOICE	23
G.7	QUICK PAYMENT CLAUSE	24
G.8	CERTIFICATION OF INVOICE	25
G.9	PAYMENT	25
G.10	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	25
G.11	RESPONSIBILITY FOR AGENCY PROPERTY	26
G.12	ASSIGNMENT OF CONTRACT PAYMENTS	26

SECTION G - CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION/ DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Director/ACCO and all correspondence or inquiries related to this Contract or any modifications shall be addressed to him. 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 – 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

G.2.1 This is a Fixed Unit Price Contract for 24/7 Technical Assistance and Annual On-Site Maintenance and Repair for the Automated Dispensing System currently in use at Saint Elizabeths' Hospital (SEH) in accordance with 27 DCMR, Chapter 24, for a Period of Performance of One (1) Base Year with a possibility of the exercise of an additional Four (4) Option Years.

G.2.2 This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/ACCO, or the duly authorized representative as the COTR as is necessary to ensure accomplishment of the Contract objectives.

G.2.3 By accepting this order or Contract the Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

G.3.1 Any Changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director/ACCO **only**.

G.3.2 In the event that the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.3.3 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.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for the performance under this Contract beyond September 30, 2016. DBH's obligation for the performance of this Contract beyond that date is contingent upon the availability on appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of DBH for any payment may arise for performance under this Contract beyond September 30, 2016, until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer (ACFO).

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

G.5.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.5.1.1 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.5.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.5.1.3 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.5.1.4 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.5.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.5.2 The address and telephone number of the COTR is:

Mark Larkins
Director of Information Technology
DC Department of Behavioral Health
64 New York Ave NE
Washington, DC 20002
202-680-3564 (Cell)
email: Mark.Larkins@dc.gov

G.5.3 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.5.4 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.6 **SUBMISSION OF INVOICE**

G.6.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to:

Accounts Payable Office
Department of Behavioral Health
64 New York Ave., NE, 6th Floor
Washington, DC 20002

or by e-mail to dbh.ap@dc.gov .

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized Contract Line Items (CLIN) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** and shall be corrected and 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 Contracting Officer;
- 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.6.2.6 above) to be notified in the event of a defective invoice; and
- G.6.2.8** Authorized signature.

G.7 QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

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

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

G.7.2 Payments to Subcontractors

G.7.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under 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.7.2.2 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.7.2.3 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.7.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7.3 Subcontractor Requirements

G.7.3.1 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.8 CERTIFICATION OF INVOICE

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

G.9 PAYMENT

G.9.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.3 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.9.2 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.9.3 Payment shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.10.1 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.

G.10.2 No final payment shall be made to the Contractor until the agency CFO 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.11 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.

G.12 ASSIGNMENT OF CONTRACT PAYMENTS

G.12.1 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.12.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.12.3 Notwithstanding an assignment of 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)

SECTION H

**SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
H.1	LIQUIDATED DAMAGES	28
H.2	HIRING OF DC RESIDENTS AS APPRENTICE AND TRAINEES	28
H.3	DEPARTMENT OF LABOR WAGE DETERMINATIONS	28
H.4	PUBLICITY	29
H.5	FREEDOM OF INFORMATION ACT	29
H.6	51% DISTRICT RESIDENTS NEW HIRES REQUIRMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	29
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	31
H.8	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	31
H.9	WAY TO WORK AMENDMENT ACT OF 2006	31
H.10	SUBCONTRACTING REQUIREMENTS	33
H.11	CONTRACTOR RESPONSIBILITIES	
H.12	COST OF OPERATION	33
H.13	CONTRACTOR LICENSE/CLEARANCES	33
H.13	PRIVACY AND CONFIDENTIALITY COMPLIANCE	33

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

- H.1.1** When the Contractors fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **One Hundred Dollars (\$100.00) per day** against the Contractors until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.1.2** When the Contractors is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractors shall be liable for Liquidated Damages accruing until the time DBH is able to award said Contract to a qualified responsive and responsible Contractors. Additionally, if the Contractors are found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DBH to the replacement Contractor.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.2.1** For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.2.2** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.2.3** The Contractors shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractors shall be bound by the Wage Determination No. 2005-2103, Revision 13, dated 06/19/2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractors shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractors shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractors may be entitled to an equitable adjustment.

H.4 PUBLICITY

The Contractors shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or sub-contractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.5 FREEDOM OF INFORMATION ACT

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

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H.6.1** The Contractors shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.6.2** The Contractors shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:
- 1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
 - 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.6.3** The Contractors shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

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

H.6.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.6.5 With the submission of the Contractors' final request for payment from the District, the Contractors shall:

- (1) Document in a report to the CO its compliance with **Section H.6.4** of this clause;
or
- (2) Submit a request to the CO for a waiver of compliance with **Section H.6.4** and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
- c) Advertisement of job openings listed with DOES and other referral sources; and
- d) Any documentation supporting the waiver request pursuant to **Section H.6.6**.

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

- 1) A good faith effort to comply is demonstrated by the Contractor;
- 2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- 3) The Contractors 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.6.7 Upon receipt of the Contractors' final payment request and related documentation pursuant to **Sections H.6.5** and **H.6.6**, the DIRECTOR/ACCO shall determine whether the Contractors are in compliance with **Section H.6.4** or whether a waiver of compliance pursuant to **Section H.6.6** is justified. If the DIRECTOR/ACCO determines that the Contractors are in compliance, or that a waiver of compliance is justified, the DIRECTOR/ACCO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section H.6.5**, or deliberate submission of falsified data, may be enforced by the DIRECTOR/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the DIRECTOR/ACCO pursuant to this section.

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

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

During the performance of the Contract, the Contractors and any of its sub-contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this Contract, the Contractors and any of its sub-contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

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

H.9.1 Except as described in H.9.8 below, the Contractors shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

H.9.2 The Contractors shall pay its employees and sub-contractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.9.3 The Contractors shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the Contract no less than the current living wage rate.

H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

- H.9.5** The Contractors shall provide a copy of the Fact Sheet attached as J.6 to each employee and sub-contractor 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 sub-contractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractors shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community

Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 MANDATORY SUBCONTRACTING REQUIREMENTS

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

<http://dbh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-%20Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.pdf>.

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

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall be responsible for providing qualifying personnel to perform the required services.

H.11.2 The Contractor shall be responsible for providing the government with laboratory results within the time as stated in the Scope of Work.

H.11.3 The Contractor shall be responsible for providing reports within the timeframe described in Section C.

H.12 COST OF OPERATION

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

H.11 CONTRACTOR LICENSE/CLEARANCES

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

H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE

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

<http://dbh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf>

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

SECTION I

**CONTRACT CLAUSES
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION	35
I.2	CONTRACTS THAT CROSS FISCAL YEARS	35
I.3	CONFIDENTIALITY OF INFORMATION	35
I.4	TIME	35
I.5	RIGHTS IN DATA	35
I.6	OTHER CONTRACTORS	38
I.7	SUBCONTRACTS	38
I.8	INSURANCE	38
I.9	EQUAL EMPLOYMENT OPPORTUNITY	40
I.10	ANTI-KICKBACK PROCEDURES	40
I.11	GOVERNING LAW	41
I.12	STOP WORK ORDER	41
I.13	SUSPENSION OF WORK	42
I.14	CONTINUITY OF SERVICE	42
I.15	ORDER OF PRECEDENCE	43

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the Contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the end of the current fiscal year (September 30, 2013) is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractors shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract Administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing and management data or other information incidental to Contract Administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility

programs, sort merge programs and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractors hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in **Section I.5.6** are of no effect unless
- (i) the data is marked by the Contractors with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

- I.5.8** In addition to the rights granted in **Section I.5.6** above, the Contractors hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in **Section I.5.6** above, under any copyright owned by the Contractors, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the CO is obtained, the Contractors shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a sub-contractor under this Contract, the Contractor shall use this clause, **Section I.5, Rights in Data**, in the subcontract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-contractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in **Section I.5.5**, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in **Section I.5.5**. For all computer software furnished to the District with the restricted rights specified in **Section I.5.6**, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if the Contractors should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractors shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs **I.5.6, I.5.7, I.5.8, I.5.11** and **I.5.12** above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished

under Contract, provided that such incorporated material is identified by the Contractors at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractors hereunder shall not subcontract any of the Contractor's work or services to any sub-Contractor without the prior written consent of the CO. 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 by the Contractors. Any such subcontract shall specify that the Contractors and the sub-contractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractors shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

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

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

Employer's Liability Insurance. The Contractors shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- 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 CO 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 CO.
- G. CERTIFICATES OF INSURANCE. The Contractors shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. 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
(202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractors 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 sub-contractors in the performance of this Contract.

I.9 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 Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ANTI-KICKBACK PROCEDURES

I.10.1 Definitions:

- I.10.1.1** “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract in connection with a subcontract relating to a prime contract.
- I.10.1.2** “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.10.1.3** “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.10.1.4** “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.
- I.10.1.5** “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.10.1.6** “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.10.1.7** “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract 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.10.1.8** “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.10.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

- I.10.2.1** Providing or attempting to provide or offering to provide any kickback;
- I.10.2.2** Soliciting, accepting, or attempting to accept any kickback; or
- I.10.2.3** Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.10.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.

I.10.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.

I.10.5 The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director/ACCO when the monies are withheld.

I.11 GOVERNING LAW

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

I.12 STOP WORK ORDER

I.12.1 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.12.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I.12.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or contract price, or both and the Contract shall be modified, in writing, accordingly.

I.11.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director/ACCO decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.

I.12.5 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.12.6 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.13 SUSPENSION OF WORK

- I.13.1** The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this Contract, or by the Director/ACCO's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.
- I.13.2** No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- I.13.3** A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.14 CONTINUITY OF SERVICES

- I.14.1** The Contractor recognizes that the services provided under this Task Order are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, shall continue to provide these services. To that end, the Contractor agrees to:
- I.14.1.1** Furnish phase-out, phase-in (transition) training; and
- I.14.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.15 ORDER OF PRECEDENCE

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

- I.15.1** Wage Determination No. 05-2103, Rev. 16, dated July 8, 2015

- I.15.2** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007(Attachment J.1)
- I.15.3** Contract Sections A through J of this Solicitation RM-16-RFQ-032-BY4-SDS. Contract attachments other than the SCP.
- I.15.5** DBH Policies and Rules.
- I.15.6** Quotation submission dated: November 30, 2015
- I.15.7** Request for Quotation dated November 25, 2015

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachments are both physically attached and can be found along with this Solicitation or incorporated by reference and listed with a link to the location where they may be found. **Offerors shall fill out all required forms in their entirety. For Incorporation and Order of Precedence see Section I.15**

Attachment Number	Document
J.1	STANDARD CONTRACT PROVISIONS: Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Supplies and Services Contracts dated March 2007 http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)
J.2	WAGE DETERMINATION: U.S. Department of Labor Wage Determination Under the Service Contract Act – WD05-2103 Revision16 dated 07/08/2015 (See Attachment)
J.3	LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006) (Attached)
J.4	PROCUREMENT PRACTICES REFORM ACT (PPRA): http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/PPRA.pdf
J.5	DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES: http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp
Forms identified below are to be submitted with Vendor's Bid/Proposal	
J.6	EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85: http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.7	FIRST SOURCE EMPLOYMENT AGREEMENT: http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E%20FIRST%20SOURCE%20EMPLOYMENT%20PLAN%203%2022%2011.pdf
J.8	TAX CERTIFICATION AFFIDAVIT: http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202%209%20Solicitation%20Attachments_tax%20certification%20affidavit.pdf
J.9	COST/PRICE DISCLOSURE CERTIFICATION: http://ocp.dc.gov/publication/cost-price-disclosure-certification-form

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

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

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF THE CONTRACTORS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
K.1	TAX CERTIFICATIONS	44
K.2	AUTHORIZED NEGOTIATORS	44
K.3	TYPE OF BUSINESS ORGANIZATION	44
K.4	EMPLOYMENT AGREEMENT	44
K.5	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATION	45
K.6	WALSH-HEALY ACT	46
K.7	BUY AMERICAN CERTIFICATION	46
K.8	OFFICER NOT TO BENEFIT CERTIFICATION	47
K.9	CERTIFICATION OF INDEPENDENT PRICE CERTIFICATION	47
K.10	ACKNOWLEDGEMENT OF AMENDMENTS	48

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTORS

K.1 TAX CERTIFICATION

Each Prospective Provider shall submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.10.

K.2 AUTHORIZED NEGOTIATORS

The Prospective Provider represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Invitation for Bid: (list names, titles and telephone numbers of the authorized negotiators).

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Prospective Provider, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

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

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____
(Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Prospective Provider is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Provider recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Provider agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Solicitation and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Solicitation are to be performed by employees who

are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Provider also agrees to notify all perspective Subcontractors, prior to execution of any Contractual agreements, that the Subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Provider understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Prospective Provider certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Prospective Provider shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Provider shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Prospective Provider to hire or train persons it does not consider qualified based on standards Provider applies to all job applicants.

Name: _____ Title: _____

Signature: _____ Date: _____

K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Prospective Provider for a HCA subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11 and agree to comply with them in performance of this Solicitation.

Prospective Provider: _____ Date: _____

Name: _____

Title: _____

Signature _____

Prospective Provider ____ has ____ has not participated in a previous HCA or Subcontract subject to the Mayor's Order 85-85. Prospective Provider ____ has ____ has not filed all required compliance reports and representations indicating submission of required reports signed by proposed Subcontractors. (The above representations need not be submitted in connection with Contracts or Subcontracts, which are exempt from the Mayor's Order.)

K.6 WALSH-HEALY ACT

If this Solicitation is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Solicitation shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **SHALL** be furnished:

- (c) Regular Dealer

_____ The Prospective Provider is a Regular Dealer.

_____ The Prospective Provider is not a Regular Dealer.

- (d) Manufacturer

_____ The Prospective Provider is a Manufacturer.

_____ The Prospective Provider is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Prospective Provider hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act") and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Provider shall check one of the following:

- _____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Solicitation.
- _____ The following person(s) listed in Clause 17 may benefit from this Solicitation. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.
- _____
- _____

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Prospective Provider is considered to be a certification by the signatory that:
- (b) The prices in this Solicitation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Provider or competitor relating to:
1. those prices
 2. the intention to submit a Contract, or
 3. the methods or factors used to calculate the prices in the HCA;
- (d) The prices in this Solicitation have not been and shall not be knowingly disclosed by the Prospective Provider, directly or indirectly, to any other Prospective Provider or competitor before HCA opening unless otherwise required by law; and
- (a) No attempt has been made or shall be made by the Prospective Provider to induce any other concern to submit or not to submit a HCA for the purpose of restricting competition.
- (f) Each signature on the offer is considered to be a certification by the signatory that the signatory;
1. Is the person in the Prospective Contractor's organization responsible for determining the prices being offered in this Solicitation and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.10 ACKNOWLEDGMENT OF AMENDMENTS

Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

SECTION L

**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
L.1	CONTRACT AWARD	50
L.2	QUOTATION SUBMISSION DATE AND TIME, LATE SUBMISSION, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF QUOTATIONS AND LATE QUOTATIONS	50
L.3	EXPLANATION TO PROSPECTIVE BIDDERS	51
L.4	MANDATORY SITE VISIT	51
L.5	QUOTATIONS WITH OPTION YEARS	51
L.6	SIGNING OF QUOTATIONS	51
L.7	QUOTATION COST	51
L.8	ACKNOWLEDGEMENT OF AMENDMENTS	51
L.9	FAMILIARIZATION WITH CONDITIONS	52
L.10	CERTIFICATE OF INSURANCE	52
L.11	GENERAL STANDARDS OF RESPONSIBILITY	52

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

The District intends to award a single Contract resulting from this solicitation to the Responsive and Responsible Bidder who has the lowest quotation.

L.2 QUOTATION SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF QUOTATIONS AND LATE QUOTATIONS

L.2.1 Quotation Submission

Quotation clearly marked: RM-16-RFQ-032-BY4-SDS shall be submitted No Later Than 2:00 p.m. local time on Monday, November 30, 2015 to the following address:

Silvia D. Silverman, CPPB
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE, Second Floor
Washington, DC 20002

or via e-mail at silvia.silverman@dc.gov.

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

L.2.2 Withdrawal or Modification of Quotations

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

L.2.3 Postmarks

The only acceptable evidence to establish the date of a late Quotation, 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 can furnish evidence from the postal authorities of timely mailing.

L.2.4 Late Modifications

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

L.2.5 Late Quotations

A late Quotation, 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 bids resulting from this solicitation.

L.3 EXPLANATION TO PROSPECTIVE BIDDERS

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the question in writing to the Contact Person, identified on page one. The prospective Bidder shall submit questions no later than two (2) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than two (2) calendar days before the date set for submission of Quotation. The District shall furnish responses promptly to all other prospective Bidders. An amendment to the solicitation shall be issued if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.4 MANDATORY SITE VISIT

All prospective Bidders MUST participate in a Mandatory scheduled Site Visit at Saint Elizabeths Hospital, accompanied by Program Staff and a Representative of the DBH Contracts and Procurement Services at the date and time specified below:

DATE: Monday, December 7, 2015

TIME: 3:00 PM Local Time

LOCATION: Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20020

L.5 QUOTATIONS WITH OPTION YEARS

The offeror shall include Option Year Prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for ALL Option Years.

L.6 SIGNING OF QUOTATIONS

The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Bidders signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.7 QUOTATION COSTS

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

L.8 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.9 FAMILIARIZATION WITH CONDITIONS

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

L.10 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.8** 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
(202) 671-3188 – Office,
Email: Samuel.feinberg@dc.gov

L.11 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.11.1 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
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.11.2 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.

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

SECTION M

**EVALUATION FACTORS FOR AWARD
TABLE OF CONTENTS**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
M.1	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	55
M.2	EVALUATION OF OPTION YEARS	56

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) shall receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Request for Quote (RFQ).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this RFQ.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this RFQ.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this RFQ.
- 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 shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this RFQ.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this RFQ.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this RFQ.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this RFQ.

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

M.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 Director/ACCO shall verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

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

The District shall evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded shall be determined at the time each option is exercised.