



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

INVITATION FOR BID (IFB)

RM-14-IFB-088-BY4-MTD For PORTABLE RADIOLOGY SERVICES

The District of Columbia Government, Department of Mental Health (DMH) is seeking Bids from qualified Bidders. The Prospective Contractor shall provide services as outlined in the attached IFB Solicitation.

Optional Pre-Bid Conference: October 22, 2013 at 12:00 PM Local Time

Opening Date: October 18, 2013

Closing Date: November 8, 2013

Closing Time: 12:00 PM Local Time

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

D.C. Department of Behavioral Health - Contracts and Procurement Services

64 New York Avenue, NE, 2nd Floor

Washington, DC, 20002

Margaret.Desper@dc.gov

or visit our website at www.dmh.dc.gov (Click Opportunities)

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

Any and all questions pertaining to this IFB shall be submitted in writing **No Later Than Ten (10)** calendar days (October 29, 2013) **prior to** the closing of this Solicitation to:

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

In accordance with the Department of Behavioral Health Establishment Act of 2013 effective Tuesday, October 1, 2013, the DC Department of Mental Health (DMH) shall no longer exist and the new name of the Agency shall be the DC Department of Behavioral Health.

**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: <p style="text-align: center;">1 OF 63</p> 3. CONTRACT NAME & NUMBER: <p style="text-align: center;">PORTABLE RADIOLOGY SERVICES</p> 4. SOLICITATION NUMBER: <p style="text-align: center;">RM-14-IFB-088-BY4-MTD</p> 5. DATE ISSUED: <p style="text-align: center;">OCTOBER 18, 2013</p> 6. OPENING/CLOSING TIME: OPENING: FRIDAY, OCTOBER 18, 2013 CLOSING: MONDAY, NOVEMBER 8, 2013 12:00PM
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7. TYPE OF SOLICITATION: INVITATION FOR BID (IFB)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

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

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):	AMENDMENT NO: 	DATE: 			
14. NAME AND ADDRESS OF THE CONTRACTOR: 	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (TYPE OR PRINT) 				
14A. TELEPHONE NUMBER: 	15A. SIGNATURE: 	15B. OFFER DATE: 			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">AREA CODE:</td> <td style="width: 33%;">NUMBER:</td> <td style="width: 33%;">EXT:</td> </tr> </table>	AREA CODE:	NUMBER:	EXT:		
AREA CODE:	NUMBER:	EXT:			

AWARD (To be completed by the DBH)

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

**PART 1 – THE SCHEDULE
SECTION B**

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**B.1 PURPOSE OF CONTRACT**

The District of Columbia, Department of Behavioral Health (DBH) Contracts and Procurement Services on behalf of Saint Elizabeths Hospital (SEH) is seeking an experienced Contractor to provide Portable Radiology Services to complement the nursing and medical treatment teams responsible for diagnosis, monitoring, prevention and treatment of medical conditions for in-patient mental health Consumers.

B.2 CONTRACT TYPE

The District contemplates award of a Firm Fixed Cost Contract to provide the goods and services described in Section C, in accordance with 27 DCMR, Chapter 18 and 24 for a Period of Performance of One (1) Base Year with Four (4), One (1) Year Options.

B.3 ORDERING PROCEDURES

Response to this Invitation for Bid Solicitation requires completion and signature of Section A (Page 1), Schedule B Price Sheets, Section J Required Compliance Documents and Section K Statements. There shall be no other alterations to the Schedule B Price Sheets. Tax, EEO and First Source compliance documents included in this solicitation by reference or as an attachment which shall be included with the Bid. All must submitted as instructed in the Coversheet and Section L to the following DBH Contract Specialist:

Margaret T. Desper
Contract Specialist
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, NE 2nd Floor
Washington, DC 20002
Office (202) 671-4082
Fax (202) 671-3395 or (202) 671-3194
Email: Margaret.Desper@dc.gov

- B.4.** The items ordered under this Contract are covered under the Schedule B list of items in this Section. Additional Radiology Services shall be ordered against this Contract at comparable pricing. All orders against this Contract are subject to the terms and conditions specified and for the period stated. The Contractor shall exercise every effort to provide supplies and materials necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.

B.5 Schedule B – PRICING SHEET

The Period of Performance of this Contract is for One (1) Base Year with Four (4), One (1) Year Options. The Price Sheet must be priced at unit level provided and must include cost per unit and extended cost. There shall be no alterations to the Schedule B Price Sheet.

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

5.1 Pricing

CLIN	SUPPLIES	Quantity	Unit	Unit Price	Extended Price
	The Government of the District of Columbia, Department of Behavioral Health, Saint Elizabeths Hospital (SEH), has a need for Radiology Services. The Period of Performance (POP) under this Contract shall be Date of Award (Base Year) with Four (4),				
	<u>Description of Services</u>				
0001	Base Year: Portable Radiology Services – As Needed	500	Hourly Rate	\$ _____	\$ _____
1001	Option Year One (1): Portable Radiology Services – As Needed	500	Hourly Rate	\$ _____	\$ _____
2001	Option Year Two (2): Portable Radiology Services – As Needed	500	Hourly Rate	\$ _____	\$ _____
3001	Option Year Three(3): Portable Radiology Services – As Needed	500	Hourly Rate	\$ _____	\$ _____
4001	Option Year Four (4): Portable Radiology Services – As Needed	500	Hourly Rate	\$ _____	\$ _____
	TOTAL CONTRACT VALUE				\$ _____

Signature of Authorized Personnel

Print Name of Business/Organization

Date

Print Name of Authorized Personnel

Title

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

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND:**

The Department of Behavioral Health (DBH) is an agency of the District of Columbia that is responsible for the delivery of Behavioral Health Care and Service within the District. In addition, the DBH provides for the evaluation and treatment of individuals referred through the criminal justice system.

Saint Elizabeths Hospital (SEH) is the District's owned and operated 292 bed Psychiatric Hospital for adults. The facility provides long term and in-patient psychiatric behavioral treatment services to the more severely impaired population in the District and those committed as a result of criminal charges. It is the oldest mental health care hospital in the nation. The Hospital is located in a newly constructed 450,000 square foot facility and it is comprised of several disciplines, clinics and state-of-the-art features. The Facility is located at 1100 Alabama Avenue, SE, Washington, DC 20032.

SEH's Medical Department oversee Consumer Medical Treatment Services provided by the Hospital's In-house Clinics or external sources. The Medical Team require a Contractor to provide Portable Radiology services to perform X-Rays, Consultations and X-ray results within a short period of time. Onsite Radiology Services allow the Medical Team to coordinate Radiology Services to support timely and accurate clinical/medical diagnoses to support patient care requirements.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

Saint Elizabeths Hospital's Medical Department has a need for a Contractor to provide On-Call Portable Radiology Services for Consumers assigned to SEH. The Contractor shall be available to respond to service requests five (5) days a week – Monday through Friday from 8:30 am – 6:00 pm. The Contractor shall provide most up to date Portable diagnostic equipment to perform X-Rays including teleradiology equipment that allow for maneuverability and accessibility for Technologist increasing accuracy in detecting hard-to-find medical problems. Contractor shall provide thorough and efficient delivery of services; complete the diagnostic exam and file a wet reading all within a short period.

C.3 SPECIFIC REQUIREMENTS

The Contractor shall provide all Labor, Supplies, Supervision and Training for Onsite Portable Radiology Services at the work location, Saint Elizabeths Hospital - 1100 Alabama Avenue, SE, Washington, DC 20032, as specified in Section C including but not limited to:

C.3.1 Contractor shall provide Digital Radiology Services conducted on-site.

C.3.2 Contractor shall provide Saint Elizabeths Hospital (SEH) access to digital copies of completed X-rays, results and written reports via a secure website.

C.3.4 The Contractor shall maintain and ensure the access to data for retrieval of the X-Ray results, digital film's displays and written reports for the authorized Hospital Staff throughout the performance period.

- C.3.5** Contractor shall provide all necessary Portable Radiology Equipment for the performance of Radiology Services with efficiency, reliability and maneuverability to service Consumers with basic to complex mental illness or limited mobility.
- C.3.6** Contractor shall ensure phone/electronic scheduling capability to respond to on- call service requests placed by SEH's Health Clinic staff and/or General Medical Officers.
- C.3.7** The Contractor shall work with SEH's Physicians and Nurse Practitioners to schedule radiology services as needed, interpret the studies and place notifications for critical results immediately.
- C.3.8** The Contractor shall provide Radiology Services five (5) days a week with an on-site response time within four hours of receipt of the Radiology Service Request placed by the Health Clinic/Medical Doctors from 8:30 am – 6: 00 pm to perform X-rays on Consumers.
- C.3.9** Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by the National Association's Recommended Practice and Standard Specifications and other applicable codes, and standard engineering practice;
- C.3.10** All Technologist(s) supplied by the Contractor performing under this Contract must be certified, licensed and complete mandatory continuing education credits every two years;
- C.3.11** Contractor shall ensure compliance is adhered to for Federal regulations, The Joint Commission (TJC) standards applicable to Portable X-ray Service Providers, Health Insurance Portability and Accountability Act (HIPAA), Medical Record Breach Notifications, Patient Safety and Quality Improvement Act (PSQIA) and perform peer reviews among interpreting Physicians and Technologists;
- C.3.12** Contractor shall warrant that prices to the District are as low as or lower than those charged to most favored customers for comparable quantities under similar terms and conditions; in additional to any discount for prompt payment.

C.4 **CONTRACTOR MINIMUM QUALIFICATIONS**

- C.4.1** The Contractor shall have a minimum of ten (10) years verifiable experience providing Portable Radiology Services in a public or private hospital setting serving in-patient clients.
- C.4.2** Contractor shall have a minimum three (3) years of experience providing Radiology Exam Services for Clinically Diagnosed Psychiatric Consumers at correctional, detention or state operated mental health facilities.
- C.4.3** Contractor shall have up-to-date technology and equipment to perform the services and maintain maintenance, licensure and Federal/State operational requirements to perform the required services.

C.4.4 Contractor shall possess at the time of the response to the Solicitation documentation detailing experience, license and certification to perform the services under this Contract in the District of Columbia.

C.4.5 The Contractor shall possess verifiable extensive knowledge and experience in the following areas at the time of the response to the Solicitation:

C.4.5.1 Extensive experience in performing diagnostic testing and ability to read the results from X-rays;

C.4.5.2 Ability to provide X-rays results to physicians and nurse practitioners through the Contractor's website;

C.4.5.3 Ability to look at the X-rays results digitally and have the access to the written reports;

C.4.5.4 Ability to provide emergency notifications to SEH 24 hours a day/365 days a year with the critical results of X-rays that require immediate consideration;

C.5 **CONTRACTOR RESPONSIBILITIES**

C.5.1 Contractor is responsible for having and demonstrating an understanding of the work to be performed along with proposed services including a work plan, methodology, experience, skills and qualified staff.

C.5.2 Contractor shall provide adequate staffing levels, equipment, licensure/certifications and materials to perform the requirements of the Solicitation.

C.5.3 Contractor's response time must be in compliance with the Terms and Conditions of this Solicitation in order to properly complete the required work.

C.6 **STANDARDS OF PERFORMANCE**

C.6.1 At all times, the Contractor shall exercise due diligence and act in good faith in the best interest of DBH Saint Elizabeths Hospital, while performing the duties specified in this Contract, the Contractor shall comply with all applicable DBH and Hospital Policies, Procedures and Directives.

C.6.1.1 The Hospital is subject to local, industry and health care compliance to include but not limited to the District's Department of Health (DOH) and the Department of Regulatory Affairs (DCRA), The Joint Commission (TJC), Centers for Medicare and Medicaid Services (CMMS), etc.

C.6.1.2 The COTR shall coordinate or provide directly an Escort and/or Facility Access Badges/Passes. Contractor shall be responsible to ensure that all materials, vehicles, equipment, etc. are properly secured at all times during the performance of the Contract. Access Badges/Passes are the Department of Behavioral Health's property and shall be surrendered daily. Lost or damaged Access Badges reimbursable to the District at **the Rate of \$25.00 for each Lost or Damaged to Access Badges/Passes.**

C.6.2 Contractor Employees or Subcontractors for Services and/or Delivery Services are subject to security screening prior to entry to the Hospital Campus and upon entry to the Hospital Facility. Contractor shall ensure Employees and/or Sub Contractors are properly identified with company issued identification noting company and individual name to display at the security checkpoints prior to proceeding with any service. A Hospital or DBH Access/Badge credential shall be provided by COTR or Designee and shall be prominently displayed at all times while the Contractor is on the premises.

C.6.2.1 Contractor business vehicle(s) shall bear the Contractor's business name and be properly registered with the issuing State/Local authorities.

C.7 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.

C.7.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- (k) Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

C.7.2 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 C*****

PART 1: THE SCHEDULE

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SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1. http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf (“**Double click on link.**”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE

SECTION E

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

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

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

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (Copy and paste URL on your browser)

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

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

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

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

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

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

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

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

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

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

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

E.3 TERMINATION FOR CONVENIENCE

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

E.4 TERMINATION FOR DEFAULT

- E.4.1** DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the Contract or any extension; or
 - E.4.1.2** Make progress as to endanger performance of the Contract; or
 - E.4.1.3** Perform any of the other material provisions of the Contract.
- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in

writing by the Director/ACCO after receipt of the notice to cure from the CO, specifying the failure.

- E.4.3.** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9** The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

PART I - THE SCHEDULE

SECTION F

**DELIVERY and PERFORMANCE
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SECTION F: DELIVERY AND PERFORMANCE**F.1 TERM OF CONTRACT**

F.1.1 The District contemplates awarding a Firm Fixed Cost Contract.

F.2 PERIOD OF PERFORMANCE (POP)

F.2.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is from Date of Award for One Year (365 Days) with Four (4) One Year Option Periods as specified in Section B.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this Contract 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 Exercising of Options or a fraction thereof in this Contract is at the sole and absolute discretion of DBH based upon Satisfactory Performance on the Contract and the Availability of Funding at the time of exercising any Options. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director of Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) prior to expiration of the contract.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

PART I: THE SCHEDULE

**SECTION G - CONTRACT ADMINISTRATION
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SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

This is a Firm Fixed Cost Contract for the purpose of providing Portable X-ray Services to meet Patient medical care requirements. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

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

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2014. DBH’s obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014 until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency’s Chief Financial Officer.

G.4 MODIFICATIONS

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

G.5 INVOICE PAYMENT

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

G.6 SUBMISSION OF INVOICE

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

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

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

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

- G.6.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.6.2.2** Contract number and invoice number;
- G.6.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.6.2.4** Other supporting documentation or information, as required by the Director Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO);
- G.6.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.6.2.6** Name, title, phone number of person preparing the invoice;
- G.6.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.6.2.8** Authorized signature.

G.6.3 Certification of Invoice

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

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.7.2 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.8 PAYMENT

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

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

G.9 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

(Name and address of Assignee)

G.10 QUICK PAYMENT CLAUSE

G.10.1 Interest Penalties to Contractors

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

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

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

G.10.2 Payments To Subcontractors

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

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

G.10.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

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

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

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

G.10.3 Subcontractor Requirements

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

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

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

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

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

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

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

G.12.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

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

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

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

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

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

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

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

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

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

Edger Potter Jr., MD
DBH-Saint Elizabeths Hospital
1100 Alabama Ave. SE
Washington DC 20032
Phone: (202) 299-299-5562/ Fax: (202)561-6932
Email: Edger.Potter@dc.gov

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

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

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

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

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

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

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS
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SECTION H: SPECIAL CONTRACT REQUIREMENTS**H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **\$500.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

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

H.2 CONTRACTOR LICENSE/CLEARANCES

H.2.1 The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE**H.3.1** Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DBH" shall mean the District of Columbia, Department of Behavioral Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DBH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for DBH to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DBH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DBH, information required to be kept confidential pursuant to the confidentiality law and confidential information concerning DBH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DBH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law.
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3. or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director/ACCO, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual and in the time and manner prescribed by the Director/ACCO.
- (h) The Business Associate agrees to make internal practices, books and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director/ACCO, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH or an Individual, in time and manner prescribed by the Director/ACCO, information collected in accordance with Section (i) above, to permit DBH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DBH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

H.3.4 Obligations of DBH

- (a) DBH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DBH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DBH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DBH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DBH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.3.5 Permissible Requests by DBH

DBH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DBH.

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award and shall terminate when all of the protected information provided by DBH to the Business Associate, or created or received by the Business Associate on behalf of DBH, is destroyed or returned to DBH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DBH's knowledge of a material breach of this Section H.3 by the Business Associate, DBH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DBH;
 - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible and the breach involves protected health information, DBH shall report the violation to the Secretary.
- (c) Effect of Termination.

1. Except as provided in Section H.3.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DBH, or created or received by the Business Associate on behalf of DBH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DBH notification of the conditions that make return or destruction infeasible. Upon determination by the Director/ACCO that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.3.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DBH to comply with the Privacy Rule.

H.4 COST OF OPERATION

H.4.1 All costs of operation under this Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

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

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

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

H.6.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This

Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 *et seq.*

H.7 WAY TO WORK AMENDMENT ACT OF 2006

- H.7.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.7.2** The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.7.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- H.7.4** The DOES may adjust the Living Wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.
- H.7.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Contractor shall maintain its Payroll Records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid 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.7.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

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

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

H.8.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

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

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

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

H.8.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington,

Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

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

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 A Prospective Contractor responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Contractor Fails to submit a subcontracting plan that is required by law. For Contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with section H.9.1.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime Contractor which is certified as a Small, Local or Disadvantaged Business Enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Department of Small and Local Business Development

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970 North
Washington DC 20001
Office (202) 727-3900 Fax (202) 724-3786
Email dslbd@dc.gov Website <http://dslbd.dc.gov>

H.9.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder/Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan shall only occur with the prior written approval of the ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** Statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;
- H.9.2.3** Names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** Name of the individual employed by the prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual;
- H.9.2.5** Description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.9.2.7** Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to

determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.9.2.8 List of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and

H.9.2.9 Description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting:

If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the Contract or Procurement;

H.9.3.2 Brief description of the goods procured or the services Contracted for;

H.9.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the Contract are currently certified business enterprises;

H.9.3.5 Dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 Description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

H.9.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any

required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

H.10.1 <http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010>

H.11 FREEDOM OF INFORMATION ACT

H.11.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a.3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.12 PUBLICITY

H.12.1 The Contractor shall at all times obtain the prior written approval from the ACCO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

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

PART II: CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES
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SECTION II: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

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

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)).

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 Time, if stated in a number of days, shall include Saturdays, Sundays and Holidays, unless otherwise stated herein.

I.5 EQUAL EMPLOYMENT OPPORTUNITY

I.5.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.10. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

I.6.1 Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site with Link. **(Double click on link)**

<http://www.DMH.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.a>
SP

I.7 OTHER CONTRACTORS

I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTORS

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

1.8.2 Exercise its best efforts and cooperation to effect an orderly and efficient **transition to a successor Contractor.**

I.9 SUSPENSION OF WORK

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

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

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

I.10 STOP WORK ORDER

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

I.11 INSURANCE

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

compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to:

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

I.12 WORKERS' COMPENSATION INSURANCE

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

I.13 COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

I.14 GOVERNING LAW

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

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

I.15.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the Contract, including option periods if any.

I.16 ANTI-KICKBACK PROCEDURES**I.16.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.17 **ORDER OF PRECEDENCE**

I.17.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this contract by reference and made a part of the Contract:

I.17.2 Dixon Settlement Agreement dated September 8, 2011 in *Dixon, et al. v Gray, et al.*, CA 74285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)

I.17.3 Wage Determination issued by the U.S Department of Labor, Dated June 19, 2013

I.17.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)

I.17.5 Sections A through J of this Contract Number **RM-14-IFB-088-BY4-MTD**

I. 17.6 Tax Certification Affidavit (J.10)

I.17.7 EEO Package (J.11)

I.17.8 First Source Agreement (J.9)

I.17.9 Department of Behavioral Health (DBH) Policies and Rule (J.5)

I.17.10 Contract Sections A through M of this Contract Number: **RM-14-IFB-088-BY4-MTD**

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

PART IV: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

REFERENCE

- J.1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (27 PAGES) (Double click on link)
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- J.2 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) (Double click on link)
http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.3 Wage Determination No. 2005-2103 (Revision 12) June 19, 2013 (10 PAGES) (Double click on link) <http://www.wdol.gov/sca.aspx>
- J.4 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.5 Department of Behavioral Health Policies and Rules (NEW) (Double click on link)
<http://dmh1.dc.gov/page/policies-rules>
- J.6 Level of Care Utilization System (LOCUS/CALOCUS) Evaluations (55 PAGES) (Double click on link)
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL161.pdf>
- J.7 Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) (18 PAGES) (Double click on link)
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL165.pdf>

REQUIRE COMPLETION

- J.8 First Source Agreement (9 PAGES) (Double click on link)
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)
- J.9 Tax Certification Affidavit (Double click on link) (1 PAGE) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.10 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Double click on link)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.11 Office of Contracting and Procurement Bidder/Offeror Certification Form (5 PAGES) (Double click on link)
<http://dc.gov/DCPS/Files/downloads/ABOUT%20DCPS/Doing%20Business%20with%20DCPS/Solicitation%20Attachments/J38CopyofBidderOfferorCertificationsForm.pdf>

*** END OF SECTION J ***

PART IV: REPRESENTATIONS AND INSTRUCTIONS

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SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 TAX CERTIFICATION

Each Bidder shall submit with its Bid Response, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.2 AUTHORIZED NEGOTIATORS

The Bidder 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).

Three horizontal lines for listing authorized negotiators.

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Bidder, 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 Bidder 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Contractor 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 Contractor to hire or train persons it does not consider qualified based on standards Contractor 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 Contractor for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11 and agree to comply with them in performance of this Solicitation.

Prospective Contractor: _____ Date: _____

Name: _____ Title: _____

Signature _____

Prospective Contractor ___ has ___ has not participated in a previous Contract or Subcontract subject to the Mayor’s Order 85-85. Prospective Contractor ___ 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 Contractor is a Regular Dealer.

_____ The Prospective Contractor is not a Regular Dealer.

- (d) Manufacturer

_____ The Prospective Contractor is a Manufacturer.

_____ The Prospective Contractor is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Prospective Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contract;
- (c) The prices in this Solicitation have not been and shall not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and
- (d) No attempt has been made or shall be made by the Prospective Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (e) 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.
- (f) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor 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:

<u>Amendment No.</u>	<u>Date</u>	<u>Name of Authorized Representative</u>	<u>Title of Authorized Representative</u>	<u>Signature of Authorized Representative</u>

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

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**L.1 METHOD OF AWARD**

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this Solicitation. The Director, Contracts and Procurement Services/Agency Chief Contracting Officer (Director/ACCO) may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to Award a single contract resulting from this Solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.2 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.3 The Bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this Award. Failure to bid on all CLINs shall render the bid non-responsive and disqualify a bid.

L.2.4 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID FORM, ORGANIZATION AND CONTENT

L.4.1 All applicable documents are to be signed in **blue ink**. Each Bid if mailed or hand delivered (facsimiles or electronic submissions shall NOT be accepted) shall be submitted in a sealed envelope conspicuously marked "Invitation for Bid No. **RM-14-IFB-088-BY4-MTD**", Bid Title and Name of Bidder.

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

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

L.5.1 The District shall conduct an Optional Pre-Bid Conference on **WEDNESDAY, OCTOBER 22, 2013 FROM 12:00 PM UNTIL 1:00 PM at the Department of Behavioral Health located at 64 New York Ave. NE, 2nd Floor, CONFERENCE ROOM #218, WASHINGTON, DC 20002.**

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

L.5.1.1 Official Answers shall be provided in writing to all Prospective Bidders who are listed on the official Bidders' list as having received a copy of the Solicitation, **RM-14-IFB-088-BY4-MTD** and shall be issued as an Amendment to this solicitation.

L.5.2 BID SUBMISSION - Bids shall be submitted with one (1) original and four (4) copies of the written response. Each IFB response shall be submitted in a sealed large envelope conspicuously marked:

"BID in Response to Solicitation No. RM-14-IFB-088-BY4-MTD"

NO LATER THAN Friday, November 8, 2013 at 12:00 P.M. local EST to the following address:

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

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

- (a) The Bid or Modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of Bids;
- (b) The Bid or Modification was sent by mail and it is determined by the Director of Contracts and Procurement Services/Agency Chief Contracting Officer

(Director/ACCO) that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The Bid is the only Bid received.
- (d) The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Bidder's solicitation submission must be **signed in Blue Ink**. DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Bid.

L.5.2 Withdrawal or Modification of Bids - A Vendor shall modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

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

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

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

L.6 **ERRORS IN BIDS**

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

L.7 **BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. **Bid Opening shall take place on November 8, 2013 at 12:30 PM EST at the following:**

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

L.8 BID PROTESTS

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

L.9 ACKNOWLEDGMENT OF AMENDMENTS

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

L.10 BIDS WITH OPTION YEARS

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

L.11 LEGAL STATUS OF BIDDER

Each Bid must provide the following information:

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

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

L.11.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.12 QUESTIONS ABOUT THE SOLICITATION

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

Mr. Samuel J. Feinberg, CPPO, CPPB
Director Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002
Samuel.feinberg@dc.gov

The Prospective Bidder should submit questions **NO LATER THAN 10 (ten) Days (October 29, 2013)** prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 10 (Ten) days before the date set for submission of Bids. The District shall furnish responses via an Amendment to the Solicitation for all written questions with Question and Answer Response in the Amendment. Amendment shall be issued if the Director/ACCO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective Bidder. Oral explanations or instructions given by District officials before the award of the contract shall not be binding.

L.13 UNNECESSARILY ELABORATE BIDS

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

L.14 RETENTION OF BIDS

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

L.15 BID COSTS

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

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

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

L.17 ACCEPTANCE PERIOD

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

L.18 FAILURE TO SUBMIT BIDS/OFFERS

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

Director/ACCO, Department of Behavioral Health that future Solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.19 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.20 CERTIFICATES OF INSURANCE

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

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

L.21 GENERAL STANDARDS OF RESPONSIBILITY

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

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

- (l) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (m) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (n) Has a satisfactory performance record;
- (o) Has a satisfactory record of integrity and business ethics;
- (p) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (q) 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.*;
- (r) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (s) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (t) Has not exhibited a pattern of overcharging the District;
- (u) Does not have an outstanding debt with the District or the federal government in a delinquent status; and is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- (v) Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

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

PART IV: REPRESENTATIONS AND INSTRUCTIONS

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SECTION M: EVALUATION FACTORS**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 Invitation for Bids (IFB).
- 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 IFB.
- 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 IFB.
- 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 IFB.
- L.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 IFB.
- 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 IFB.
- 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 IFB.
- 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 IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There 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 CO 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.