

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

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE, 2<sup>ND</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 63</b>	
		3. CONTRACT NUMBER: <b>RM-15-RFQ-024-BY4-MA</b>	
		4. SOLICITATION NUMBER: <b>RM-15-RFQ-024-BY4-MA</b>	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: <b>OPENING: MONDAY, MARCH 3, 2015 CLOSING: MONDAY MARCH 16, 2015 @ 2:00 P.M.</b>	
7. TYPE OF SOLICITATION: N/A <input checked="" type="checkbox"/> <b>SEALED BID</b> <input type="checkbox"/> <b>NEGOTIATION (RFP)</b>		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <a href="mailto:Samuel.Feinberg@dc.gov">Samuel.Feinberg@dc.gov</a>
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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 **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/RFQ shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

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

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DBH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

**PART 1 – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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

### **B.1 PURPOSE OF CONTRACT**

The District of Columbia, Department of Behavioral Health (DBH) seeks to obtain Request for Quotations (RFQ) for Document Shredding Services for Confidential Records and Recycled Paper Product information. DBH has determined a need for Document Destruction and Shredding services in support of the Departments and Offices within the Department of Behavioral Health. These services shall consist of Secure Shredding which includes; onsite/offsite document destruction of sensitive documents, secure shredding as part of a DBH document management systems and instruction on the disposal of shredded/destroyed materials where applicable.

### **B.2 CONTRACT TYPE**

The District contemplates award of a Firm Fixed Unit Price Contract in accordance with 27 DCMR, Chapter 24.

### **B.3 ORDERING PROCEDURES**

Response to this Request for Quotations (RFQ) requires completion and signature of Section A (Page 1) and Schedule B Price Sheet (Pages 4-8) and all must to the following DBH Contract Staff Specialist:

Meredith Alexander, Contract Specialist  
Department of Behavioral Health  
Contracts & Procurement Services  
64 New York Avenue, NE 2<sup>nd</sup> Floor  
Washington, DC 20002  
Office (202) 671-3173  
Fax (202) 671-3395 or (202) 671-3194  
Email: [Meredith.Alexander@dc.gov](mailto:Meredith.Alexander@dc.gov)

**NAME OF CONTRACTOR AND/OR SERVICES – SHREDDING SERVICES BASE YEAR**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
This is a Firm Fixed Price Contract.					
The Period of Performance (POP) under this Contract shall be for a Base Year from Date of Award with Four (4) One Year Option Periods.					
0001	Bulk/MASS clean out (paper location: on-site)		per pound	\$ _____	\$ _____
0002	Cardboard (location off site)		per box	\$ _____	\$ _____
0003	Hardcover books (location off site)		per pound	\$ _____	\$ _____
0004	Pick-up charge (locations on site/off site)		per pick-up	\$ _____	\$ _____
0005	Transportation/Pull Fee		per mile	\$ _____	\$ _____
0006	Routine service or Call-in service single container Flat fee 90 gallon Flat fee 68 gallon Flat fee 32 gallon Per container, Flat fee, security console		per gallon per gallon per gallon per console	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
0007	Routine Service or Call-In Service Multiple Containers (sizes may vary) are used at the same location Per container, Flat fee 90 gallon Per container, Flat fee 68 gallon Per container, Flat fee 32 gallon Per container, Flat fee, security console		per gallon per gallon per gallon per console	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
0008	Minimum stop charge		per location	\$ _____	\$ _____
<b>TOTAL VALUE OF CONTRACT</b>					\$ _____
_____					<b>NOT TO EXCEED</b>
Print Name of Contractor					
_____					
Print Name of Authorized Person					
_____					
Signature of Authorized Person					
_____					
Title _____ Date _____					

**NAME OF CONTRACTOR AND/OR SERVICES – SHREDDING SERVICES OPTION YEAR ONE (1)**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
This is a Firm Fixed Price Contract.					
The Period of Performance (POP) under this Contract shall be for a Base Year from Date of Award with Four (4) One Year Option Periods.					
0001	Bulk/MASS clean out (paper location: on-site)		per pound	\$ _____	\$ _____
0002	Cardboard (location off site)		per box	\$ _____	\$ _____
0003	Hardcover books (location off site)		per pound	\$ _____	\$ _____
0004	Pick-up charge (locations on site/off site)		per pick-up	\$ _____	\$ _____
0005	Transportation/Pull Fee		per mile	\$ _____	\$ _____
0006	Routine service or Call-in service single container		per gallon	\$ _____	\$ _____
	Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Flat fee 68 gallon		per gallon	\$ _____	\$ _____
	Flat fee 32 gallon		per gallon	\$ _____	\$ _____
0007	Per container, Flat fee, security console		per console	\$ _____	\$ _____
	Routine service or Call-In Service Multiple Containers (sizes may vary) are used at the same location		per gallon	\$ _____	\$ _____
	Per container, Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Per container, Flat fee 68 gallon		per gallon	\$ _____	\$ _____
0008	Per container, Flat fee 32 gallon		per console	\$ _____	\$ _____
	Per container, Flat fee, security console				
	<b>TOTAL VALUE OF CONTRACT</b>				\$ _____
	_____				<b>NOT TO EXCEED</b>
	Print Name of Contractor				
	_____				
	Print Name of Authorized Person				
	_____				
	Signature of Authorized Person				
	_____				
	Title				
	_____				
	Date				
	_____				

**NAME OF CONTRACTOR AND/OR SERVICES – SHREDDING SERVICES OPTION YEAR TWO (2)**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
This is a Firm Fixed Price Contract.					
The Period of Performance (POP) under this Contract shall be for a Base Year from Date of Award with Four (4) One Year Option Periods.					
0001	Bulk/MASS clean out (paper location: on-site)		per pound	\$ _____	\$ _____
0002	Cardboard (location off site)		per box	\$ _____	\$ _____
0003	Hardcover books (location off site)		Per pound	\$ _____	\$ _____
0004	Pick-up charge (locations on site/off site)		per pick-up	\$ _____	\$ _____
0005	Transportation/Pull Fee		per mile	\$ _____	\$ _____
0006	Routine service or Call-in service single container Flat fee 90 gallon Flat fee 68 gallon Flat fee 32 gallon Per container, Flat fee, security console		per gallon per gallon per gallon per console	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
0007	Routine service or Call-In Service Multiple Containers (sizes may vary) are used at the same location Per container, Flat fee 90 gallon Per container, Flat fee 68 gallon Per container, Flat fee 32 gallon Per container, Flat fee, security console		per gallon per gallon per gallon per console	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
0008	Minimum stop charge		per location	\$ _____	\$ _____
<b>TOTAL VALUE OF CONTRACT</b>					\$ _____
_____ Print Name of Contractor					<b>NOT TO EXCEED</b>
_____ Print Name of Authorized Person					
_____ Signature of Authorized Person					
_____ Title					
_____ Date					

**NAME OF CONTRACTOR AND/OR SERVICES – SHREDDING SERVICES OPTION YEAR THREE (3)**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
This is a Firm Fixed Price Contract.					
<b>The Period of Performance (POP) under this Contract shall be One Year from Date of Award: (Base Year with Four Option Year)</b>					
0001	Bulk/MASS clean out (paper location: on-site)		per pound	\$ _____	\$ _____
0002	Cardboard (location off site)		per box	\$ _____	\$ _____
0003	Hardcover books (location off site)		per pound	\$ _____	\$ _____
0004	Pick-up charge (locations on site/off site)		per pick-up	\$ _____	\$ _____
0005	Transportation/Pull Fee		per mile	\$ _____	\$ _____
0006	Routine service or Call-in service single container		per gallon	\$ _____	\$ _____
	Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Flat fee 68 gallon		per gallon	\$ _____	\$ _____
	Flat fee 32 gallon Per container, Flat fee, security console		per console	\$ _____	\$ _____
0007	Routine service or Call-In Service Multiple Containers		per gallon	\$ _____	\$ _____
	(sizes may vary) are used at the same location		per gallon.	\$ _____	\$ _____
	Per container, Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Per container, Flat fee 68 gallon		per console	\$ _____	\$ _____
	Per container, Flat fee 32 gallon Per container, Flat fee, security console				
0008	Minimum stop charge		per location	\$ _____	\$ _____
<b>TOTAL VALUE OF CONTRACT</b>					\$ _____
_____					<b>NOT TO EXCEED</b>
Print Name of Contractor					
_____					
Print Name of Authorized Person					
_____					
Signature of Authorized Person					
_____					
Title			Date		

**NAME OF CONTRACTOR AND/OR SERVICES – SHREDDING SERVICES OPTION YEAR FOUR (4)**

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<b><u>SCHEDULE B PRICING</u></b>					
This is a Firm Fixed Price Contract.					
<b>The Period of Performance (POP) under this Contract shall be One Year from Date of Award: (Base Year with Four Option Year)</b>					
0001	Bulk/MASS clean out (paper location: on-site)		per pound	\$ _____	\$ _____
0002	Cardboard (location off site)		per box	\$ _____	\$ _____
0003	Hardcover books (location off site)		per pound	\$ _____	\$ _____
0004	Pick-up charge (locations on site/off site)		per pick-up	\$ _____	\$ _____
0005	Transportation/Pull Fee		per mile	\$ _____	\$ _____
0006	Routine service or Call-in service single container		per gallon	\$ _____	\$ _____
	Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Flat fee 68 gallon		per gallon	\$ _____	\$ _____
	Flat fee 32 gallon		per gallon	\$ _____	\$ _____
0007	Per container, Flat fee, security console		per console	\$ _____	\$ _____
	Routine service or Call-In Service Multiple Containers (sizes may vary) are used at the same location		per gallon	\$ _____	\$ _____
	Per container, Flat fee 90 gallon		per gallon	\$ _____	\$ _____
	Per container, Flat fee 68 gallon		per gallon	\$ _____	\$ _____
	Per container, Flat fee 32 gallon		per gallon	\$ _____	\$ _____
0008	Per container, Flat fee, security console		per console	\$ _____	\$ _____
0008	Minimum stop charge		per location	\$ _____	\$ _____
<b>TOTAL VALUE OF CONTRACT</b>					\$ _____
_____					<b>NOT TO EXCEED</b>
Print Name of Contractor					
_____					
Print Name of Authorized Person					
_____					
Signature of Authorized Person					
_____					
Title _____ Date _____					



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

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**SECTION C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK****C.1 SCOPE OF WORK**

The District of Columbia Department of Behavioral Health (DBH) seeks to obtain Request for Quotations (RFQ) for Document Shredding Services for Confidential records and Recycled Paper Product information. DBH has determined a need for document destruction and shredding services in support of the Departments and Offices within the Department of Behavioral Health. These services shall consist of Secure Shredding which includes; onsite/offsite document destruction of sensitive documents, secure shredding as part of a DBH document management systems and instruction on the disposal of shredded/destroyed materials where applicable.

**C.2 SPECIFIC REQUIREMENT**

- C.2.1 Contractor shall provide Qualification, years in business, staff profile and experience in providing the level and type of service specified in the proposal. (Attach as Addendum A)
- C.2.2 Contractor shall provide at least Three (3) current document destruction customer references receiving similar services. Include company name, contact name, phone number. (Attach as Addendum B)
- C.2.3 Contractor shall provide a description of the scheduling of pick-ups for the Department of Behavioral Health, including any requirement for maximum or minimum pounds per pick-up. (Attach as Addendum C)
- C.2.4 Contractor shall provide a description of the document destruction methods in use, including a description of security precautions and how destroyed materials are recycled. (Attach as Addendum D)
- C.2.5 Contractor shall provide a sample Certificate of Destruction. Certificate of Destruction shall be issued for each pick-up. (Attach as Addendum E.)
- C.2.6 Contractor shall provide the required services and shall not subcontract or assign the services without the Director Contracts and Procurement, Agency Chief Contracting Officer (Director/ACCO) written approval.
- C.2.7 Contractor shall understand that both the Department of Behavioral Health and Business Associate agree that the Contractor is neither an employee nor an agent of the District of Columbia Department of Behavioral Health for any purpose.
- C.2.8 Contractor shall provide bi-weekly document shred service for up to 100 (subject to expansion) secure containers to collect at least up to 10,000 square feet of material from several different locations throughout the Department of Behavioral Health.
- C.2.9 Contractor shall provide containers and consoles at no charge.
- C.2.10 Contractor shall securely remove sensitive materials and shred them beyond practicable reconstruction in its secure facility when applicable.

C.2.11 Contractor shall be capable of destroying plastics and most other media, including, x-rays, microfiche/film, binders, computer disks, cartridges, videotapes, CDs and DVDs.

C.2.12 In addition, the Contractor shall also provide assistance in defining DBH objectives and help develop a plan aligned to the overall DMH retention schedule.

### **C.3 DELIVERABLES**

C.3.1 Contractor shall provide a Certificate of Destruction for all jobs.

C.3.2 Contractor shall report to the COTR and shall cooperate and confer with him/her as necessary to insure satisfactory work progress.

C.3.3 Contractor shall submit all/any reports, estimates, memoranda and documents submitted by the Contractor shall be dated and bear the Contractor's name.

C.3.4 Contractor shall submit all reports made in connection with these services are subject to review and final approval by the Director/ACCO.

C.3.5 Contractor shall provide the assigned COTR may review and inspect the Contractor's activities during the term of this contract.

C.3.6 Contractor shall ensure that all employees of the Contractor shall wear on their person a photographic ID badge, to be supplied and furnished by the Contractor. The employee ID badge shall contain the following information.

1. The contracting company name, address and telephone
2. The employees full name, printed on the badge and the employees signature
3. A recent photograph of the employee (not more than one year old)

C.3.7 Contract shall provide containers and consoles at no charge.

C.3.8 Contractor shall be capable of providing three types of shredding services as follows:

- A. **Bulk/Mass Clean-Out.** The successful Contractor shall provide 90 gallon (approximate 300 lb. capacity) wheeled, lockable containers for agency personnel to fill. In some cases the agency shall have boxed material ready for destruction with the return of the boxes unnecessary. All materials shall be classified as mixed paper without the need to remove staples and paper clips. Pricing shall be submitted by the pound.
- B. **Routine Service** provided on a weekly, monthly or bi-monthly set schedule per the agency's requirements. Except where noted, the successful Contractor shall provide lockable containers which shall be serviced on a routine schedule. The Contractor shall have 90 gallon (300 lb. capacity) wheeled, lockable containers, 68 gallon (approximate 200 lb. capacity) wheeled, lockable containers, 32 gallon (approximate 100 lb. capacity) wheeled, lockable containers and lockable security consoles (approximate 80 lb. capacity). All materials shall be classified as mixed paper without the need to remove staples and paper clips.

- C. **Call-In service.** Except where noted, the successful Contractor shall provide lockable containers which shall be serviced on an as needed basis. The Contractor shall have 90 gallon (300 lb. capacity) wheeled, lockable containers, 68 gallon (approximate 200 lb. capacity) wheeled, lockable containers, 32 gallon (approximate 100 lb. capacity) wheeled, lockable containers and lockable security consoles (approximate 80 lb. capacity). All materials shall be classified as mixed paper without the need to remove staples and paper clips. Once full, the agency shall contact the Contractor. The Contractor shall respond to requests for service within three business days.

#### **C.4 DBH, SAINT ELIZABETHS HOSPITAL REQUIREMENTS**

- C.4.1 It is the requirement of the Hospital that the Contractor ensures that all documents to include patient medical records and employee information are handled at the highest possible level of security and destroyed in accordance with the Health Insurance Portability and Accountability Act (HIPPA).
- C.4.2 Contractor cost shall include all necessary labor, equipment, supplies, transportation and fees for destruction of documents.
- C.4.3 Contractor shall pick up documents needed for shredding from each designated location site in secured totes. Contractor shall go directly to each office and storage area where files are being stored for destruction.
- C.4.4 Services shall be provided Monday through Friday between the hours of 9:00 A.M. - 4:00 P.M. EST.
- C.4.5 Contractor shall provide the Hospital with a Certificate of Destruction by Program and location after every Shred. Contractor shall follow the proper shredding style in accordance to HIPPA guidelines in the destruction of protected health information. The style prohibits the restoration of the protected health information in a readable or reproducible format. The Department of Behavioral Health, DBH are faultless and released from liability for documents picked up, transported and shredded by selected Contractor

#### **C.5 STANDARD OF PERFORMANCE**

- C.5.1 **ON-SITE DOCUMENT DISPOSAL/SHREDDING:** Contractor shall ensure employees are uniformed, bonded and insured. Shredder Services Contractor shall ensure that the employee(s) take the confidential material directly to the gated shredding compartment of the Shredder Vehicle (Truck) to be destroyed, on-site, before leaving the location. The Department of Behavioral Health COTR are allowed to witness the shred firsthand and kept the material under their control. The Contractor guarantees all the material to be shredded from secured containers is destroyed in a timely manner at the DBH location and shall provide a Certificate of Destruction.
- C.5.2 **OFF-SITE DOCUMENT DISPOSAL/SHREDDING:** Contractor shall provide a uniformed, bonded and insured employees that handle the on-site shredding for the Department of Behavioral Health shall collect and destroy off-site material. Bags of off-site material shall be taken directly from security consoles in the District to secure locked shredding compartment of the trucks. Rather than shred the material right then, the material

shall be destroyed immediately upon returning to the Contractor's facility. The material shall never leave the truck until it is completely destroyed. It shall be locked and secure at all times. If a number of high-volume agencies choose off-site service, it may be necessary to collect the material in a locked Contractor's Shredder Vehicle truck for transport to the facility.

- C.5.3 Contractor shall provide **Confidentiality** of the District of Columbia Department of Behavioral Health records (**Section C.7**): The Contractor shall not inspect, view, peruse or examine any confidential material or documents within designated for shredding or disposal by the requesting agency. In addition, the Contractor shall not otherwise disclose, release or communicate any confidential information present with the subject office area to any third person, individual, organization or entity not employ by the agency office. Should any violation or breach of this provision occur, such shall constitute cause for immediate termination of this contract upon receipt of written notice of such termination.

Furthermore, the agency, at its option, may verbally direct the immediate removal of the Contractor or his employees from the subject office space, upon the occurrence of the above referenced violation or breach. Any resumption of the Contractor's duties shall be effected by written communication.

- C.5.4 The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing the duties specified in this contract.

## **C.6 MINIMUM NEED/DOCUMENT DESTRUCTION**

- C.6.1 Contractor shall ensure the intent that destroyed material shall be recycled and shall not be sold to other parties DBH shall not be responsible for sorting of paper or materials for destruction.
- C.6.2 Contractor shall ensure documents are to be picked up at various Department of Behavioral Health locations.
- C.6.3 Contractor shall provide Certificate of Destructions for each pick-up.
- C.6.4 Contractor shall provide locked security containers.
- C.6.5 Contractor shall provide transportation of containers to the destruction site.
- C.6.6 Contractor shall provide complete secure destruction process
- C.6.7 Contractor shall ensure that employees collecting confidential documents shall be bonded.
- C.6.8 Contractor shall ensure that the destruction process shall be executed under authorized direction personnel of awarded Contractor.

**C.7 STANDARDS OF RESPONSIBILITY**

- C.7.1 The Contractor shall demonstrate to the satisfaction of DBH the capability in all respects to perform fully the Contract requirements, therefore, the Contractor shall submit the documentation listed below, within Five (5) days of the request made by DBH.
- C.7.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- C.7.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- C.7.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- C.7.5 Furnish evidence of compliance with the applicable District Licensing, Tax Laws and Regulations.
- C.7.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- C.7.7 Furnish evidence of the necessary production, construction/technical equipment and facilities or the ability to obtain them.
- C.7.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- C.7.9 If the 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.

**C.8 ADVERTISING AND PUBLICITY**

- C.8.1 Unless granted prior, express, written authorization by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DBH endorses recommended or preferred the Contractor's services; shall not use the DBH logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefits.

**C.9 CONFIDENTIALITY**

- C.9.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DBH clients in accordance with the confidentiality law, the privacy rule (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) and Section H.3 of this Contract.

**C.10 RIGHTS IN DATA**

- C.10.1 Any data first produced in the performance of this Contract shall be the sole property of the DBH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this Contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.
- C.10.2 Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public. DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- C.10.3 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.
- C.10.4 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing and management data or other information incidental to Contract administration.
- C.10.5 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- C.10.6 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- C.10.7 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation,

computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

- C.10.8 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- C.10.9 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- C.10.10 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- C.10.11 Copy computer programs for safekeeping (archives) or backup purposes; and
- C.10.12 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- C.10.13 The restricted rights set forth in section C.9.8 are of no effect unless:
- C.10.14 The data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

- C.10.15 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.



- C.10.16 In addition to the rights granted in Section C.9.18 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section C.9.18 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- C.10.17 Whenever any data, including computer software, are to be obtained from a subContractor under this Contract, the Contractor shall use Section I-2 in the subContract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.
- C.10.18 For all computer software furnished to the District with the rights specified in Section C.9.8, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section C.9.8. For all computer software furnished to the District with the restricted rights specified in Section C.9.9, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract and a single copy of the documentation associated therewith, upon payment to the person in control of the sources codes the reasonable cost of making each copy.
- C.10.19 Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- C.10.20 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or
- C.10.21 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- C.10.22 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**PART 1 – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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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](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\*\*\***

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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SUPPLIES AND SERVICES**

E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**  
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (To open, “right click on mouse,” select “open hyperlink select “OK”)

### **E.2 CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES**

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

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

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

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

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

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

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

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

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

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

**E.3 TERMINATION FOR CONVENIENCE**

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

**E.4 TERMINATION FOR DEFAULT**

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

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

**PART 1 – THE SCHEDULE**  
**SECTION F**  
**PERFORMANCE AND DELIVERABLES**  
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F.4	OPTION TO EXTEND THE TERM OF THE CONTRACT	25



**SECTION F: PERFORMANCE AND DELIVERABLES****F.1 PERIOD OF PERFORMANCE (POP)**

F.1.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modifications made thereto. The Period of Performance (POP) under this Contract shall be for a Base Year from Date of Award with Four (4) One Year Option Periods.

**F.2 DELIVERY OR DELIVERABLES**

F.2.1 The Contractor shall provide the following Deliverables to the Contracting Officer's Technical Representative (COTR) for this procurement as outlined in Section G.5

**F.3 OFFEROR'S 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 requirement set forth in this Contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer 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 (DBH).

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT RESERVED**

The District shall extend the term of this contract for a period of Four (4) One Year Option Periods or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary notice of its intent to extend at least Thirty (30) days before the Contract expires.

The preliminary notice does not commit the District to an extension. The Exercise of the Option Period of a Contract is at the sole and absolute discretion of (DBH) based upon the satisfactory performance of the Contractor by being in compliance with the Scope of Work, along with the Terms/Conditions of the Contract and is subject to the availability of funds at the time of the Exercise of Options Period. The Contractor shall waive the Thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) prior to the expiration of the Contract.

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**SECTION G: CONTRACT ADMINISTRATION DATA****G.1 CONTRACT ADMINISTRATION**

G.1.1 Correspondence or inquiries related to this Solicitation 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 – 4<sup>th</sup> Floor  
Washington, DC 20002  
Office - (202) 671-3188 – Fax (202-671-3395  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**G.2 TYPE OF CONTRACT**

G.2.1 This shall be a Firm Fixed Price Contract. The Contractor shall be remunerated at a fixed unit rate as indicated in the Section B Pricing Schedule. In the event of termination under this Solicitation, the (DBH) shall only be liable for the payment of all goods and/or services accepted during the hours of work actually performed. Pursuant to the terms of this Contract, individuals working under this Contract for the Department of Behavioral Health (DBH) are not eligible to be paid for holidays and sick leave. However, if the Contractor works on a holiday, the Contractor shall be paid at the regular hourly rate.

G.2.2 This Solicitation shall be a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractor s, 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 Solicitation; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.

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

**G.3 MODIFICATIONS**

G.3.1 Any changes, additions or deletions to this Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

#### **G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

- G.4.1 Department of Behavioral Health (DBH)'s obligation for performance of this Solicitation 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 Solicitation beyond September 30, 2015 until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer 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.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

- G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Solicitation, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Solicitation and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. In addition, the COTR shall review, approve and sign all invoices prior to payment by (DBH). The COTR for this procurement is:

Delilah M. Kelly  
Facilities Program Manager  
District of Columbia, Department of Behavioral Health  
64 New York Ave., NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
Office: (202) 673-7772; Fax: 673-4385 (fax)  
E-mail: [delilah.kelly@dc.gov](mailto:delilah.kelly@dc.gov)

#### **G-6 INVOICE PAYMENTS**

- G.6.1 The District shall make payments to the Contractor, upon submission of proper invoices, based upon Fixed Unit Rates and Services provided as specified and accepted, less any discounts, allowances or adjustments provided for in this contract in Section B (Price Schedules).

#### **G.7 SUBMISSION/CERTIFICATION OF INVOICE**

- G.7.1 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, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
By [email: DBH.ap@dc.gov](mailto:DBH.ap@dc.gov)

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the

person to be notified in the event of a defective invoice. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

- G.7.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.7.3 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.7.4 Contract number and invoice number;
- G.7.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.7.6 Other supporting documentation or information, as required by the Contracting Officer;
- G.7.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.7.8 Name, title, phone number of person preparing the invoice;
- G.7.9 Name, title, phone number and mailing address of person (if different from the person identified in G.4.2.6 above) to be notified in the event of a defective invoice; and
- G.7.10 Authorized signature.
- G.7.11 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.8 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.8.1 For contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

## **G.9 ASSIGNMENTS**

- G.9.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- 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 money claims pursuant to authority contained in the contract, 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 THE 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 a 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 lower-tier 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 Thirty (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-11 RESPONSIBILITY FOR AGENCY PROPERTY**

G.11.1 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, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

**PART 1 – 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, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$175.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

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

### **H.2 CONTRACTOR LICENSE/CLEARANCES**

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

### **H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

H.3.1 <http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf>

### **H.4 COST OF OPERATION**

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

### **H.5 PROTECTION OF PROPERTY**

H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) (Create Website Link)**

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.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended (Create Website Link)**

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.8 WAY TO WORK AMENDMENT ACT OF 2006 (Create Website Link)**

H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 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.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (Create Website Link)**

H.9.1 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.9.2 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.9.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> 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.9.4 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.9.5 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.9.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.9.4 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.9.6.

H.9.6 The Director/ACCO may waive the provisions of section H.9.4 if the Director/ACCO finds that:

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

H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 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.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, 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.9.8.

H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

## **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 CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

## **H.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

H.13.1 <http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20Mandatory%20Subcontracting%20Requirements%20April%202014.df>

A bidder responding to this solicitation which is required to subcontract shall be required to submit with its quotation, any subcontracting plan required by law. Quotations responding to this RFQ shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **section I.8.**

**(a) Mandatory Subcontracting Requirements**

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

**(b) Subcontracting Plan**

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

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and

- (4) The price that the prime contractor shall pay each subcontractor.

**(c) Copies of Subcontracts**

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

**(d) Subcontracting Plan Compliance Reporting.**

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor shall pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor shall not receive credit toward its subcontracting requirements for that subcontract.

**(e) Annual Meetings**

Upon at least Thirty (30) days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**(f) Notices**

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

**(e) Enforcement and Penalties for Breach of Subcontracting Plan**

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

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

- I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), 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)) (Double click on link)

**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.4. 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://DBH1.dc.gov/page/policies-rules>

**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 Contracting Officer. Any work



or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

- 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer'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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and

Procurement/Agency Chief Contracting

Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

- I.10.3 If a stop-work order issued under this clause is canceled or the period of the extension Thereof expires the Contractor shall resume work. The Director, Contracts and any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, 2<sup>nd</sup> 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; or
- 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.16.7.4 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, Contracts and Procurement/Agency Chief Contracting Officer.

- I.16.7.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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, Contracts and Procurement/Agency Chief Contracting Officer 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 74 285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)
- I.17.3 Wage Determination No. 2005-2103, Revision 14, dated July 25, 2014 (Attachment J.6)
- I.17.4 Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007 (Attachment J.1)
- I.17.5 Sections A through J of this Contract Number **RM-15-RFQ-024-BY4-MA**, Signed Amendments by Contractor and Waiver of Subcontracting Requirement
- I.17.6 DBH Policies and Rules (J.8)
- I.17.7 Tax Certification Affidavit (J.3)
- I.17.8 EEO Statement and DOES (J.4)
- I.17.9 First Source (J.5)

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

## PART I: THE SCHEDULE

### SECTION J: WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- 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.DBH.dc.gov/DBH/frames.asp?doc=/DBH/lib/DBH/pdf/DixonSettlementAgreement/Settlement\\_Agreement.pdf](http://www.DBH.dc.gov/DBH/frames.asp?doc=/DBH/lib/DBH/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf)
- J.3** 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.4** 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.5** 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.6** Wage Determination No. 2005-2103 (Revision 12) June 13, 2012 **(10 PAGES) (Double click on link)** <http://www.wdol.gov/sca.aspx>
- J.7** 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.8** Department of Behavioral Health Policies and Rules **(NEW) (Double click on link)**  
<http://DBH1.dc.gov/page/policies-rules>
- J.9** Level of Care Utilization System (LOCUS/CALOCUS) Evaluations **(55 PAGES) (Double click on link)**  
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL161.pdf>
- J.10** Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) **(18 PAGES) (Double click on link)**  
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL165.pdf>
- J.10** 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 I: THE SCHEDULE****SECTION K****REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF  
OFFERORS****TABLE OF CONTENTS**

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for Quotations. (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

K.2.1 The Offeror, 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 Offeror is a foreign entity, it operates as:

- \_\_\_\_\_ an individual
- \_\_\_\_\_ a joint venture, or
- \_\_\_\_\_ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

K.3.1 Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in 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 Offeror 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 Contract.**

Offeror \_\_\_\_\_ Date \_\_\_\_\_

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



Signature\_\_\_\_\_

**Offeror \_\_\_ has \_\_\_ has not participated in a previous Contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports and representations indicating submission of required reports signed by proposed subcontractor. (The above representations need not be submitted in connection with Contracts or subcontracts, which are exempt from the Mayor’s Order.)**

**K.4 BUY AMERICAN CERTIFICATION**

K.4.1 The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 23 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 WALSH-HEALY ACT**

K.5.1 If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000.00 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following items 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 hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR Chapter 50-202.2). Learners, student Learners, Apprentices and Handicapped Workers may be employed at less than the prescribed minimum wage (see 41 CFR Chapter 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 \$10,000.00 or more the following information **MUST** be furnished:

(c) Regular Dealer

\_\_\_\_\_ The Prospective Offeror is a Regular Dealer.

\_\_\_\_\_ The Prospective Offeror is not a Regular Dealer.

(d) Dealer Manufacture

\_\_\_\_\_ The Prospective Offeror is a Dealer Manufacture.

\_\_\_\_\_ The Prospective Offeror is not a Dealer Manufacture.

**K.6 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP  
CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7**

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (Double click on link)

K.6.1 Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the Standard Contract Provisions.

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**K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

K.7.1 (a) Each signature of the Offeror is considered to be a certification by the signatory that:

(1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:

- (i) those prices
- (ii) the intention to submit an Offer, or
- (iii) the methods or factors used to calculate the prices in the Offer;

(2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and

(3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.

(b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Offer, 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:

---

**(Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)**

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) 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.
- (c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.8 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

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

**PART I: THE SCHEDULE**

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS**

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**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

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

The District intends to award a contract resulting from this solicitation to the responsive and responsible Offeror whose Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award a contract on the basis of initial Offer received, without discussion. Therefore, each initial Offer must contain the Contractor best terms from a standpoint of cost or price, technical and other factors.

**L.2 RESERVED**

**L.2.1 RESERVED**

**L.2.2 RESERVED**

**L.2.3 RESERVED**

**L.2.3.1 RESERVED**

**L.2.3.2 RESERVED**

**L.2.3.2.1 RESERVED**

**L.2.3.2.2 RESERVED**

**L.2.3.2.3 RESERVED**

**L.2.3.2.4 RESERVED**

**L.2.3.2.5 RESERVED**

**L.2.3.2.6 RESERVED**

**L.2.3.2.7 RESERVED**

**L.2.4** The District shall reject as non-responsive any Quotation that fails to include a subcontracting plan that is required by law.

**L.2.4.1 RESERVED**

**L.3 QUOTATIONS SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF QUOTATIONS AND LATE QUOTATIONS.**

**L.3.1 Quotations Submission**

Quotations must be submitted no later than **Monday, March 16, 2015 @2:00 P.M. (EST) to the following address AND CLEARLY MARKED THAT IT IS AN REQUEST FOR QUOTATION SUBMISSION WITH THE SOLICITATION NUMBER: RM-15-RFQ-024-BY4-MA in compliance with Section L.2:**

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

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

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

**L.3.2 Withdrawal or Modification of Quotations**

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

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late Quotation, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Quotation, 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 Quotation shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

#### L.3.4 Late Modifications

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

#### L.3.5 Late Quotations

A late Quotation, late modification or late request for withdrawal of an offer that is Not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

- L.4.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, Page One, Item #10 of this solicitation. The prospective Offeror shall submit questions no later than Seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than Seven (7) calendar days before the date set or submission of the Quotations. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

### **L.5 FAILURE TO SUBMIT OFFERS**

- L.5.1 Recipients of this solicitation not responding with an Offer must not return this solicitation. Instead, they must advise the Director/ACCO, Department of Behavioral Health, 64 New York Avenue, NE 2<sup>nd</sup> Floor, Washington, DC 20002, Telephone (202) 671-3171/3173 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested those recipients advise the Director/ACCO of the reason for not submitting a Quotation in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.6.1 Offerors who include in their Quotations 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 Quotation includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this Quotation if it is obtained from another source. The data subject to this restriction are contained in Sheets (insert page numbers or other identification of Sheets)."



L.6.2 Mark each Sheets 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 Quotation.”

## **L.7 QUOTATIONS WITH OPTIONS YEARS**

L.7.1 The Offeror shall include option year prices in its Price Quotation. An Offer may be determined to be unacceptable if it fails to include option year pricing.

## **L.8 QUOTATION PROTESTS**

L.8.1 Any actual or prospective Offeror 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 must have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which is apparent prior to the time set for receipt of initial Quotations shall be filed with the Board prior to Quotation opening or the time set for receipt of initial Quotations. In procurements in which Quotations are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must protested no later than the next closing time for receipt of Quotations following the incorporation. The protest shall be filed in writing, with the;

Contract Appeals Board  
441 4th Street, NW, Suite 350N,  
Washington, DC 20001  
Phone: (202) 727-6597  
Fax: (202) 727-3993  
Email: [cab@dc.gov](mailto:cab@dc.gov)

The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

## **L.9 SIGNING OF OFFERS**

L.9.1 The Offeror shall sign the Offer in Blue Ink and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror’s solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. 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 (e.g. Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), 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 Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

**L.10 UNNECESSARILY ELABORATE QUOTATIONS**

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF QUOTATIONS**

L.11.1 All Quotation documents shall be the property of the District and retained by the District and therefore shall not be returned to the Offeror.

**L.12 QUOTATIONS COSTS**

L.12.1 The District is not liable for any costs incurred by the Offeror in submitting Quotations in response to this solicitation.

**L.13 ELECTRONIC COPY OF QUOTATIONS FOR FREEDOM OF INFORMATION ACT REQUESTS**

L.13.1 In addition to other Quotations submission requirements, the Contractor must submit within Ten (10) days of request an electronic copy of its Quotation, 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 Quotations following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a) (1).

**L.14 CERTIFICATES OF INSURANCE**

L.14.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 prior to commencing work. Evidence of insurance shall be submitted within Ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Behavioral Health  
Contract and Procurement Services  
64 New York Avenue, NE 2<sup>nd</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
(202) 671-3395 – Fax  
[Samuel.Feinberg@dc.gov](mailto:Samuel.Feinberg@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

L.15.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing And returning the amendment; (b) by identifying the amendment number and date in the Space provided for this purpose in Section K of the solicitation; or (c) by letter or

telegra including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of the Offer.

**L.16 RESERVED**

L.16.1 RESERVED

**L.17 KEY PERSONNEL**

L.17.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project, and shall identify the Project Manager who shall lead the day to-day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

**L.18 ACCEPTANCE PERIOD**

L.18.1 The Offeror agrees that its Offer remains valid for a period of One Hundred Twenty (120) days from the solicitation's closing date.

**L.19 LEGAL STATUS OF CONTRACTOR**

L.19.1 Offeror must provide as part of its Quotation its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

L.19.2 Offeror must provide a copy with its Quotation a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.20 FAMILIARIZATION WITH CONDITIONS**

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

**L.21 STANDARDS OF RESPONSIBILITY**

The Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements; therefore, the Offeror shall submit the documentation listed below, within Five (5) days of the request by the District:

- L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.2.1.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.7 If the Offeror 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 Contracting Officer shall determine the Offeror to be non-responsible.

**L.22 OPTIONAL PRE-BID CONFERENCE**

- L.22.1 The District shall conduct an **Optional Pre-Bid Conference on Monday, March 9, 2015 @11:00 A.M. EST at the Department of Behavioral Health, 64 New York Avenue, N.E. 3<sup>rd</sup> Floor Conference Room 320 Washington, D.C. 20002**. Prospective Offerors 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 Offerors 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 Seven (7) days after the release of the solicitation.
- L.22.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-Bid conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Bid conference in order to generate a formal answer, but in any event no fewer than Five (5) days prior to the date set for receipt of Quotations. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

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

**PART II: THE SCHEDULE**  
**SECTION M**  
**EVALUATION FACTORS FOR AWARD**  
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## **SECTION M – PREFERENCE POINTS FOR BIDDERS**

### **M.1 Preferences for Certified Business Enterprises**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.2 APPLICATION OF PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

- M.2.1 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of Three points on a 100-point scale added to the overall score for Quotations submitted by the SBE in response to this Request for Quotation (RFQ).
- M.2.2 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of Five points on a 100-point scale added to the overall score for Quotations submitted by the ROB in response to this RFQ.
- M.2.3 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of Five points on a 100-point scale added to the overall score for Quotations submitted by the LBE in response to this RFQ.
- M.2.4 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of Two points on a 100-point scale added to the overall score for Quotations submitted by the LBE in response to this RFQ.
- M.2.5 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of Two points on a 100-point scale added to the overall score for Quotations submitted by the DZE in response to this RFQ.
- M.2.6 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of Two points on a 100-point scale added to the overall score for Quotations submitted by the DBE in response to this RFQ.
- M.2.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of Two points on a 100-points scale added to the overall score for Quotations submitted by the VOB in response to this RFQ.
- M.2.8 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of Two points on a 100-point scale added to the overall score for Quotations submitted by the LMBE in response to this RFQ.

**M.2.3 MAXIMUM PREFERENCE AWARDED**

M.3.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent to Twelve (12) points on a 100-point scale for Quotations submitted in response to this RFQ. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.4 PREFERENCES FOR CERTIFIED JOINT VENTURES**

M.4.1 When DSLBD certified a joint venture, the certified joint venture shall receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

M.5.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its Quotation. The Contracting Officer shall verify the Offeror's certification with DSLBD and the Offeror must not submit with its Quotation any documentation regarding its certification as a certified business enterprise.

Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation must contact the:

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](mailto:dslbd@dc.gov)  
Website <http://dslbd.dc.gov>

All Bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.

In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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