



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

**INVITATION FOR BID (IFB)**

**RM-14-IFB-223-BY4-JCC – Physical Therapy Services**

The Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is seeking Two (2) Physical Therapists to independently provide Physical Therapy Services to individuals in Care at the Hospital in the Health Clinic and Hospital Wards.

Opening Date:	Monday, May 5, 2014
Optional Pre Bid Conference:	Monday, May 12, 2014 at 11:00 A.M. EST
Closing Date:	Friday, May 30, 2014 at 2:00 P.M. EST
Public Bid Opening:	Friday, May 30, 2014 at 2:15 P.M. EST

To obtain a copy of this Invitation for Bid (IFB), please visit our website at [www.dbh.dc.gov](http://www.dbh.dc.gov) and under the “Opportunities” header, please select “Contract Opportunities”, from there select “Index of Procurement Listings”, or contact Janet C. Concepcion, Contract Specialist, at (202) 671-3180 or by email at [janet.concepcion@dc.gov](mailto:janet.concepcion@dc.gov).

An Optional Pre-Bid Conference is scheduled for Monday, May 12, 2014 at 11:00 A.M. EST at the Department of Behavioral Health located at 64 New York Avenue, NE, Washington, DC 20002 in Conference Room 218. Any and all Amendments to this solicitation may be obtained from the above referenced DBH website.

A Public Bid Opening shall be held on Friday, May 30, 2014 at 2:15 P.M. EST at 64 New York Avenue, NE, Washington DC in Conference Room 218.

Please return the completed Bid to Janet C. Concepcion via hand delivery, or U.S Postal Service (Mail) at the address noted below.

Any and all questions pertaining to this solicitation must be submitted in writing no later than ten (10) days prior to the closing of this solicitation to:

**Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Behavioral Health  
Contracts and Procurement Services  
64 New York Avenue, NE Suite 200  
Washington, DC 20002  
[Samuel.Feinberg@dc.gov](mailto:Samuel.Feinberg@dc.gov)**

**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 58</b> 3. CONTRACT NAME & NUMBER:  4. SOLICITATION NUMBER: <b>RM-14-IFB-223-BY4-JCC</b> 5. DATE ISSUED: <b>May 5, 2014</b> 6. OPENING/CLOSING TIME: <b>May 30, 2014/2:00 PM</b>
7. TYPE OF SOLICITATION:  <b>INVITATION FOR BIDS</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: <b>Samuel.Feinberg@dc.gov</b>
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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 90 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the 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		

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

**B.1 PURPOSE OF SOLICITATION**

The Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is seeking Two (2) Physical Therapists to independently provide Physical Therapy Services to individuals in Care at the Hospital in the Health Clinic and Hospital Wards.

The District intends to award a single contract resulting from this solicitation to the responsive and responsible, lowest bidder.

**B.2 CONTRACT TYPE**

This shall be a Fixed Price Contract with payments based on rates for the items specified in Section B.6.

**B.3 PERIOD OF PERFORMANCE**

The Period of Performance (POP) shall be for One (1) Year from Date of Award with Four (4) One Year Option Periods.

**B.4 RESPONSE TO THIS SOLICITATION**

Response to this Solicitation requires completion and signature of the Section A and Section B.4 Price Schedule and satisfaction of DC Tax and EEO requirements submitted to the following DBH Contract Specialist:

Janet C. Concepcion, CPPB  
Department of Behavioral Health  
Contracts and Procurement Services  
64 New York Avenue, NE Suite 200  
Washington, DC 20002  
Phone: (202) 671-3180  
Email: [janet.concepcion@dc.gov](mailto:janet.concepcion@dc.gov)

**B.5 OPTIONAL PRE-BID CONFERENCE**

An Optional Pre-Bid Conference shall be held at Department of Behavioral Health, **64 New York Avenue, NE, Washington, DC 20002 on Monday, May 12, 2014 at 11:00 AM in Conference Room 218.** Prospective Bidders shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Optional Pre-Bid Conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Optional Pre-Bid Conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Optional Pre-Bid Conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Bidders who are listed on the official list as having received a copy of the Solicitation.

## **B.6 PRICE SCHEDULE**

Bidders shall fill out the unit price and extended price of each line item in the Price Schedule. A bid will be deemed non-responsive if it does not include pricing on all Contract Line Items (CLIN) in this Price Schedule.

### **B.6.1 BASE YEAR**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
0001	Physical Therapist in the Health Clinic	2,080	Hour		
0002	Physical Therapist on the Wards	1,040	Hour		
<b>BASE YEAR TOTAL</b>					

### **B.6.2 OPTION YEAR ONE**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1001	Physical Therapist in the Health Clinic	2,080	Hour		
1002	Physical Therapist on the Wards	1,040	Hour		
<b>OPTION YEAR ONE TOTAL</b>					

### **B.6.3 OPTION YEAR TWO**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
2001	Physical Therapist in the Health Clinic	2,080	Hour		
2002	Physical Therapist on the Wards	1,040	Hour		
<b>OPTION YEAR TWO TOTAL</b>					

### **B.6.4 OPTION YEAR THREE**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
3001	Physical Therapist in the Health Clinic	2,080	Hour		
3002	Physical Therapist on the Wards	1,040	Hour		
<b>OPTION YEAR THREE TOTAL</b>					

**B.6.5 OPTION YEAR FOUR**

CLIN	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
4001	Physical Therapist in the Health Clinic	2,080	Hour		
4002	Physical Therapist on the Wards	1,040	Hour		
<b>OPTION YEAR FOUR TOTAL</b>					

**TOTAL CONTRACT VALUE [Base Year and Four (4) One Year Options] \$ \_\_\_\_\_**

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title of Authorized Personnel

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

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK  
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**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 BACKGROUND**

The Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is seeking Two (2) Physical Therapists to independently provide Physical Therapy Services to individuals in Care at the Hospital in the Health Clinic and Hospital Wards.

**C.2 SCOPE OF WORK**

The Physical Therapists shall work under the supervision of the Supervisory General Medical Officer or his/her designee in order to independently provide Physical Therapy services to the individuals in care as prescribed by the patient's physician.

The Contractor shall have extensive knowledge and experience in the following areas:

- C.2.1** Geriatric medical syndromes and physical therapeutic needs associated with these conditions;
- C.2.2** Plan for specific therapy as prescribed by physicians;
- C.2.3** Perform a full range of physical services for inpatients in a psychiatric facility of varying diagnoses and clinical states;
- C.2.4** Plan an individualized Physical Therapy Program for each patient, including therapeutic modalities and procedures;
- C.2.5** Evaluate patients using diagnostic and prognostic muscle, nerve, joint and functional ability tests;
- C.2.6** Direct and supervise patients in active and passive exercises, muscle reeducation and functional training using various supplies;
- C.2.7** Provide instructions in therapeutic procedures to be continued by the patient;
- C.2.8** Consult with medical, nursing and administrative staff on a regular basis to coordinate patient care;
- C.2.9** Evaluate records and reports on patient's progress for review by other members on the treatment team; and
- C.2.10** Maintain appropriate and timely documentation in the Hospitals' electronic medical records program.



**C.3 ALLOCATION OF SERVICES**

The Contractor's services shall be dependent on the needs of Saint Elizabeths Hospital. The Contractor shall be expected to provide daily services up to five (5) days per week. The requirement shall include: One (1) Physical Therapist for the Health Clinic of Saint Elizabeths Hospital from 6:30 am to 2:30 pm; and One (1) Physical Therapist for the Hospital's Wards from 10:00 am to 2:30 pm. The exact number of hours per week will be forty (40) hours for one Physical Therapist and twenty (20) hours for the second Physical Therapist.

**C.4 MINIMUM REQUIREMENTS**

- C.4.1** The Contractor shall be responsible for documenting appropriate knowledge and medical education as relates to policies, procedures and other interventions and plans.
- C.4.2** The Contractor shall possess a Bachelor's, Master's or Doctoral degree in Physical Therapy from a Physical Therapy Program accredited by the American Physical Therapy Association.
- C.4.3** The Contractor shall have and maintain appropriate licenses for the practice of Physical Therapy in the District of Columbia where and when applicable.
- C.4.4** The Contractor shall obtain and maintain appropriate credentials from the Hospital's Medical Staff Organization and be subject to routine utilization review of services rendered. Loss of credentials or license is prima facie evidence of default on this Contract and shall be grounds for immediate termination.
- C.4.5** The Contractor shall demonstrate skills in providing Physical Therapy services to inpatients of varying ages and diagnoses.
- C.4.6** The Contractor shall be required to sign a District of Columbia Contract (this is a standard healthcare agreement to allow exchange of confidential data) and be bound by the District Health Insurance Portability and Accountability Act (HIPAA), Mental Health Act rules and all other terms/conditions associated with confidentiality, along with disclosure of identifiable health information that is transmitted by electronic media or maintained on any other form or medium.
- C.4.7** The Contractor shall provide proof of experience working in a hospital.
- C.4.8** The Contractor shall, at its expense, obtain the minimum insurance coverage required by District and all applicable and governing bodies and keep such insurance in force throughout the term of the Contract.
- C.4.9** **The Contractor shall obtain and maintain through the term of the Contract Medical Malpractice Insurance of not less than One Million dollars (\$1,000,000.000) for individual incidents and Three Millions dollars (\$3,000,000.000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Contract. The Contractor shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) a Contract under this**

**solicitation expires, whichever comes first. Failure to maintain the malpractice insurance at any time during the term of this Contract shall constitute default. A copy of all correspondence between the Vendor and its malpractice insurer shall be sent to DBH immediately upon Contract award.**

**C.4.10** The Contractor shall be required to be in compliance with the Hospital and District policies and regulations.

**C.5 SPECIAL STANDARDS OF RESPONSIBILITY:**

The Bidder submitting a response to this Invitation for Bids (IFB) shall submit together with the completed B.6 - Price Schedule, all information required in this Section C.5 – Special Standard of Responsibility. **Bid submitted in response to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit the information that is required by this Section.**

**C.4.1** Comprehensive of resume of proposed Physical Therapists demonstrating meeting minimum requirements listed in Section C.4.

**C.4.2** Physical Therapists' appropriate licenses for the practice of Physical Therapy in the District of Columbia.

**C.6 STANDARD OF PERFORMANCE**

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

The Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing the duties specified in this Contract.

**C.7 ADVERTISING AND PUBLICITY**

Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO), the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DBH endorses, recommends or prefers the Contractor's services; shall not use the DBH's 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 benefit.

**C.8 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DBH clients in accordance with the HIPAA 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.13 of this Contract.

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

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**SECTION D  
PACKAGING AND MARKING**

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

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**SECTION E  
INSPECTION AND ACCEPTANCE**

- E.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)
- E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**
- E.2.1** The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items
- E.2.3** The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment
- E.2.4** In case of non-performed work, DBH shall:
- E.2.4.1** Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
- E.2.4.2** DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) and at no additional cost to the DBH.
- E.2.4.3** DBH may, at its option, perform the contracted services by the DBH personnel or other means.
- E.2.5** In the case of unsatisfactory work, DBH:
- E.2.5.1** Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
- E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director /ACCO and at no additional cost to the DBH.

**E.3 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, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) determines that a termination is in the Government's best interest.
- E.3.2** After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1** Stop work as specified in the notice.
  - E.3.2.2** Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
  - E.3.2.3** Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
  - E.3.2.4** Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - E.3.2.5** With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
  - E.3.2.6** Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
  - E.3.2.7** Complete performance of the work not terminated.
  - E.3.2.8** Take any action that may be necessary for the protection and preservation of property related to this Contract.

**E.4 TERMINATION FOR DEFAULT**

- E.4.1** DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the Contract or any extension;  
or

- E.4.1.2** Make progress as to endanger performance of the Contract; or
- E.4.1.3** Perform any of the other material provisions of the Contract.
- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor at any tier, and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully, or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience of DBH.
- E.4.9** The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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



**SECTION F**

**DELIVERY AND PERFORMANCE  
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**SECTION F**  
**PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 PERIOD OF PERFORMANCE**

The Period of Performance (POP) shall be for One Year from Date of Award (Base Year) with Four (4), One (1) Year Options as specified in Section B.

**F.2 OPTION TO EXTEND THE PERIOD OF PERFORMANCE**

The Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) can exercise each of the Four (4) One Year Options at the sole and absolute discretion of DBH based upon appropriated funding and satisfactory performance of the Contract during the Period of Performance. The total duration this Contract, including the exercise of any options under the Contract, shall not exceed Five (5) Years.

**F.2.1** The District can exercise the term of the Contract for a period of Four (4) One-Year option periods, or successive fractions therefore, by written notice to the Contractor before the expiration of the Contract; provided that the Director/ACCO shall give the Contractor a preliminary written notice of its intent to extend, at least thirty (30) days before the expiration of the contract. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DBH based on the satisfactory performance of the Contractor by their being in full compliance with the Scope of Work, along with the Terms and Conditions of the Contract and subject to the availability of funds at the time of the Exercise of the Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to the expiration of the Contract.

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

**F.2.3** The Price for the Option Period shall be as specified in Section B.6 of the Contract.

**F.3 DELIVERABLES**

The Contractor shall submit to the District, as a deliverable, the report described in Section H.6.5 of this Contract that is required by the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract, or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the Director/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 the DBH.

## SECTION G

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**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

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

**G.2 SUBMISSION OF INVOICE**

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

Accounts Payable Office  
Department of Behavioral Health  
64 New York Avenue, NE, 6<sup>th</sup> Floor  
Washington, DC 20002

or by e-mail to: [dbh.ap@dc.gov](mailto:dbh.ap@dc.gov)

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. **Please note that the invoice shall match the Contract Line Items (CLIN) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned UNPAID and shall be corrected and resubmitted as indicated in this clause.**

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

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

**G.2.2.2** Contract number and invoice number;

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

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

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

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

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

**G.2.2.8** Authorized signature.

**G.2.3 CERTIFICATION OF INVOICE**

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

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.6.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

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

(Name and Address of Assignee)

**G.5 QUICK PAYMENT CLAUSE**

**G.5.1 Interest Penalties to Contractors**

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

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

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

**G.5.2 Payments to Subcontractors**

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

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

**G.5.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be

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

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

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

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

### **G.5.3 SUBCONTRACTOR REQUIREMENTS**

**G.5.3.1** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

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

### **G.7 AUTHORIZED CHANGES BY THE DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

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

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

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

**G.8 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

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

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

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

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

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

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

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

Edger Potter, MD  
Supervisory Medical Officer  
Saint Elizabeths Hospital  
1100 Alabama Avenue, SE  
Washington, DC 20032  
Phone: (202) 299-5562  
Fax: (202) 561-6932  
Email: [edger.potter@dc.gov](mailto:edger.potter@dc.gov)

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



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

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

## **G.9 TYPE OF CONTRACT**

**G.9.1** This is a Firm Fixed Price Contract. The District requires the Vendor to provide pricing for the Contract Line Item Number (CLIN) listed in Section B.6. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto.

**G.9.2** This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/ACCO, or the duly authorized representative as the COTR as is necessary to ensure accomplishment of the Contract objectives.

## **G.10 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor’s custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage

to DBH property and upon the request of the Director/ACCO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

**G.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

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

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

**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 scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) shall be in an amount of **One Hundred Fifty Dollars (\$150.00) per day** against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

### H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.2.1** For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force.

**H.2.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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

**H.4 PUBLICITY**

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

**H.5 FREEDOM OF INFORMATION ACT**

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

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

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

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

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

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

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

**H.6.6** The Contracting Officer may waive the provisions of Section H.6.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King

George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

**H.6.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.6.5 and H.6.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to Section H.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

**H.6.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (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 CO pursuant to this Section H.6.8

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

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

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

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

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

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

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

- H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.5** The Contractor shall provide a copy of the Fact Sheet (Attachment J.4) to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice (Attachment J.4) in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- 1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - 2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - 3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - 4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - 5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - 6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;



- 7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- 8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- 10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

**H.10 COST OF OPERATION**

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

**H.11 CONTRACTOR LICENSE/CLEARANCES**

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

**H.12 MANDATORY SUBCONTRACTING REQUIREMENTS**

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

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

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

**H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

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

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

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

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

## SECTION I

**CONTRACT CLAUSES  
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**SECTION I  
CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTORS**

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

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

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

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

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

B. **DURATION.** The Contractors shall carry all required insurance until all Contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR’S PROPERTY.** Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- F. **NOTIFICATION.** The Contractors shall immediately provide the CO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractors shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

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

**I.9 GOVERNING LAW**

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

**I.10 STOP WORK ORDER**

- I.10.1** The Director, Contracts and Procurement/Agency Chief Contracting Officer (ACCO) may, at anytime, by written order to the Contractor, require the Contractor to stop all,

or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

- I.10.2** The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).
- I.10.3** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly.
- I.10.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director/ACCO decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.10.5** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.10.6** If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **I.11 ANTI-KICKBACK PROCEDURES**

### **I.11.1 Definitions:**

- I.11.1.1** "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime Contract.
- I.11.1.2** "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

- I.11.1.3** “Prime Contract,” as used in this clause, means a Contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
  - I.11.1.4** “Prime Contractor” as used in this clause, means a person who has entered into a prime Contract with the District.
  - I.11.1.5** “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
  - I.11.1.6** “Subcontract,” as used in this clause, means a Contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.
  - I.11.1.7** “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subcontract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
  - I.11.1.8** “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.11.2** The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.11.2.1** Providing or attempting to provide or offering to provide any kickback;
  - I.11.2.2** Soliciting, accepting, or attempting to accept any kickback; or
  - I.11.2.3** Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.11.3** The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.11.2.2 of this clause in its own operations and direct business relationships.
- I.11.4** When the Contractor has reasonable grounds to believe that a violation described in paragraph I.11.2.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director/ACCO.
- I.11.5** The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the prime Contractor withhold from sums owed a subcontractor under the prime Contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the



District unless the District has already offset those monies under this clause. In either case, the prime Contractor shall notify the Director/ACCO when the monies are withheld.

## **I.12 RIGHTS IN DATA**

- I.12.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.
- I.12.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.
- I.12.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.12.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.12.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of

the District until such time as the District may have released such data to the public. The District shall not unreasonable withhold consent to the Contractor’s request to publish or reproduce data in professional and scientific publications.

**I.12.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

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

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

- I.12.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.12.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.
- I.12.10** For all computer software furnished to the District with the rights specified in Section I.12.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.12.5. For all computer software furnished to the District with the restricted rights specified in Section I.12.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.12.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- I.12.11.1** Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract; or
  - I.12.11.2** Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.12.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.12.13** Sections I.12.6, I.12.7, I.12.8, I.12.11 and I.12.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**I.13 SUSPENSION OF WORK**

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

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

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

**I.14 ORDER OF PRECEDENCE**

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

**I.14.1** Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement). (Attachment J.3)

**I.14.2** Wage Determination No. 2005-2103, Rev. 13, dated June 19, 2013. (Attachment J.2)

**I.14.3** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)

**I.14.4** Sections A thru M of this Contract No. RM-14-IFB-223-BY4-JCC, Signed Amendments by Vendor and Waiver of Subcontracting Requirements

**I.14.5** Invitation for Bid Submission dated \_\_\_\_\_

**I.14.6** Invitation for Bid Solicitation

**I.14.7** DBH Policies and Rules (Attachments J.5 and J.6)

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

**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Attachment Number	Document
J.1	<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLIES AND SERVICES CONTRACTS DATED MARCH 2007:</b> <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20209%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20209%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf</a>
J.2	<b>U.S. DEPARTMENT OF LABOR WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT – WD2005-2103 REVISION NO. 13 DATED JUNE 19, 2013:</b> <a href="http://www.wdol.gov/sca.aspx">http://www.wdol.gov/sca.aspx</a>
J.3	<b>DIXON SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011:</b> <a href="http://dmh1.dc.gov/page/dixon-settlement-agreement">http://dmh1.dc.gov/page/dixon-settlement-agreement</a>
J.4	<b>LIVING WAGE NOTICE AND LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006):</b> <a href="http://ocp.dc.gov/page/required-solicitation-documents-ocp">http://ocp.dc.gov/page/required-solicitation-documents-ocp</a>
J.5	<b>DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES (New):</b> <a href="http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp">http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp</a>
J.6	<b>PROCUREMENT PRACTICES REFORM ACT (PPRA):</b> <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/PPRA.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/PPRA.pdf</a>
<b>Forms identified below are to be submitted with Vendor's Bid/Proposal</b>	
J.7	<b>EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85:</b> <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf</a>
J.8	<b>FIRST SOURCE EMPLOYMENT AGREEMENT:</b> <a href="http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf</a>
J.9	<b>TAX CERTIFICATION AFFIDAVIT:</b> <a href="http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20209%20Solicitation%20Attachments_tax_certification_affidavit.pdf">http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20209%20Solicitation%20Attachments_tax_certification_affidavit.pdf</a>
J.10	<b>COST/PRICE DISCLOSURE CERTIFICATION:</b> <a href="http://ocp.dc.gov/publication/cost-price-disclosure-certification-form">http://ocp.dc.gov/publication/cost-price-disclosure-certification-form</a>

**SECTION K**

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

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS AND  
OTHER STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form

Available at [www.ocp.dc.gov](http://www.ocp.dc.gov), under “OCP Solicitations”, click on “Required Solicitation Documents”.

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

## SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS  
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SECTION L

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

**L.1 CONTRACT AWARD**

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

**L.2 BID FORM, ORGANIZATION AND CONTENT**

Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. RM-14-IFB-223-BY4-JCC".**

**L.3 OPTIONAL PRE-BID CONFERENCE**

**An Optional Pre-Bid conference shall be held at Department of Behavioral Health, 64 New York Avenue, NE, Washington, DC 20002, Conference Room 218 on Monday, May 12, 2014 at 11:00 AM EST.** Prospective Bidders shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Bid conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Pre-Bid conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Bid conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Bid conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Bidders who are listed on the official list as having received a copy of the solicitation.

**L.4 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS**

**L.4.1 Bid Submission**

Bid shall be submitted no later than 2:00 p.m. local time on Friday, May 30, 2014 to the following address AND CLEARLY MARKED THAT IT IS A BID WITH THE SOLICITATION NUMBER: RM-14-IFB-223-BY4-JCC.

Department of Behavioral Health  
Contracts and Procurement Services  
64 New York Avenue, NE Suite 200

Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer

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

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

**L.4.2 Withdrawal or Modification of Bids**

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

**L.4.3 Postmarks**

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

**L.4.4 Late Modifications**

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

**L.4.5 Late Bids**

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

**L.5 EXPLANATION TO PROSPECTIVE BIDDERS**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the question in writing to the Contact Person, identified on page one. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than ten (10) calendar days before the date set for submission of Bid. The District shall furnish responses promptly to all other prospective Bidders. An amendment to the solicitation shall be issued if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the Contract shall not be binding.

**L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Behavioral Health, 64 New York Avenue, NE Suite 200, Washington, DC 20002 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a Bid in response to this solicitation. If a recipient does not submit a bid 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.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Bidders who include in their Bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.7.2** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.8 BIDS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost Bid. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.9 BID PROTESTS**

Any actual or prospective Bidder, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial Bids shall be filed with the Board prior to Bid opening or the time set for receipt of initial Bids. In procurements in which Bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of Bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, DC 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

**L.10 SIGNING OF OFFERS**

The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. 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.11 UNNECESSARILY ELABORATE BIDS**

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 Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 RETENTION OF BIDS**

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

**L.13 BID COSTS**

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

**L.14 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other Bid submission requirements, the Bidder shall submit an electronic copy of its Bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the

District to make available electronically copies of records that shall be made public. The District's policy is to release documents relating to District Bids following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a) (1).

**L.15 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.9 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, NE, Suite 200  
Washington, DC 20002  
Phone: (202) 671-3171  
E-Mail: [samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each Bid shall provide the following information:

**L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.17.2** A copy of each District of Columbia license, registration or certification which the Bidder is required by law to obtain. This mandate also requires the Bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

**L.17.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

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

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

**L.19.2** 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.19.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

**L.19.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** If the prospective Contractor fails to supply the information requested, the Director/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

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

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

**M.1.1. Application of Preferences**

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.1.2 Maximum Preference Awarded**

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

**M.1.3 Preferences for Certified Joint Ventures**

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

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

**M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

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