



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

REQUEST FOR QUOTES (RFQ)

RM-14-RFQ-274-BY0-DJW for Painting Services at Saint Elizabeths Hospital

The Department of Behavioral Health (DBH) is seeking a Vendor to provide Painting Services at Saint Elizabeths Hospital (SEH).

Opening Date: August 28, 2014
Closing Date: September 3, 2014
Closing Time: 12:00 Noon EST

To obtain a hard copy of the Request for Quotes (RFQ) please contact Denise J. Wells, Contract Specialist, at:

D.C. Department of Behavioral Health | Contracts and Procurement Services
64 New York Avenue NE – 2nd Floor Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

Or visit our website www.dbh.dc.gov to obtain a soft copy - Any and all questions pertaining to this Solicitation must be submitted in writing 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 2nd Floor
Washington, DC 20002
Samuel.feinberg@dc.gov

1. ISSUES BY ADDRESS OF BY (O)DJW Painting Services GOVERNMENT OF DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE, NE SUITE 200 WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 42 2
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-14-RFQ-274-BY0-DJW
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: August 27, 2014 / September 3, 2014 @ 12:00 NOON EST
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

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

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the 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) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM

SECTION B
SUPPLIES OR SERVICES AND PRICE

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B.1 **PURPOSE OF SOLICITATION**

B.1.1 The Department of Behavioral Health (DBH) is seeking a Vendor to provide Painting Services at Saint Elizabeths Hospital (SEH).

B.2 **CONTRACT TYPE/PERIOD OF PERFORMANCE**

B.2.1 DBH contemplates award of a Firm Fixed Price Contract for One (1) Year from Date of Award with no Option Periods.

B.3 **RESPONSE TO THIS SOLICITATION**

B.3.1 Response to this Solicitation requires completion and signature of the Section A and Schedule B Pricing Sheet(s) along with DC Tax and EEO requirements submitted to the following DBH Contract Specialist:

Samuel J. Feinberg, CPPO, CPPB
Director, of 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
Email: denise.wells@dc.gov
Telephone: 202-671-3174

B.4 **OPTIONAL WALK-THROUGH**

C.4.1 All prospective Bidders are invited to participate in a scheduled **Optional Walk-Through** of each facility, accompanied by Program Staff and a Representative of the DBH Contracts and Procurement Services at the dates and times specified:

DATE: Tuesday September 2, 2014

TIME: 1:00 P.M. EST

LOCATION: Saint Elizabeths Hospital (SEH)
1100 Alabama Avenue, SE
Washington, DC 20032

B.5 **SCHEDULE B – PRICING SCHEDULE**

B.5.1 The Bidder shall provide a Detailed Price Break-Out with Budget Narrative that explains and reflects the Unit Price with its Extended Total Amount Provided on the Schedule B Pricing Sheet.

B.6 SCHEDULE B – PRICING SCHEDULE

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No. (CLIN)	Description of Supplies/Services DBH is seeking a Contractor to provide Painting Services at Saint Elizabeths Hospital.	Quantity	Unit Square Feet (Sq. Ft.)	Unit Price	Extended Price
0001	Cost of labor, materials, supplies, equipment and supervision to perform painting services on Main Street Hallways. (excluding ceiling)	4500	Sq. Ft.	\$ _____	\$ _____
0002	Cost of labor, materials, supplies, equipment and supervision to perform painting services on the Intensive Hallway. (excluding ceiling)	7000	Sq. Ft.	\$ _____	\$ _____
0003	Cost of labor, materials, supplies, equipment and supervision to perform painting services on the Transitional Hallway 1st Floor. (excluding ceiling)	4000	Sq. Ft.	\$ _____	\$ _____
0004	Cost of labor, materials, supplies, equipment and supervision to perform painting services on the Transitional Hallway 2nd Floor. (excluding ceiling)	4500	Sq. Ft.	\$ _____	\$ _____
0005	Cost of labor, materials, supplies, equipment and supervision to perform painting services in the Medical Clinical Areas. (excluding ceiling)	9524	Sq. Ft.	\$ _____	\$ _____
0006	Cost of labor, materials, supplies, equipment and supervision to perform painting services on the Eleven (11) Housing Units Foyer Areas. (excluding ceilings)	5000	Sq. Ft.	\$ _____	\$ _____
0007	Cost of labor, materials, supplies, equipment, supervision to perform painting services on the Eleven (11) Housing Unit Medical Rooms. (excluding ceilings)	4000	Sq. Ft.	\$ _____	\$ _____
CONTRACT TOTAL AMOUNT		<i>All Square Footage is approximate</i>			\$ _____

THE BIDDER SHALL PROVIDE A DETAILED PRICE BREAK-OUT WITH BUDGET NARRATIVE THAT EXPLAINS AND REFLECTS THE UNIT PRICE WITH ITS EXTENDED TOTAL AMOUNT PROVIDED ON THE SCHEDULE B PRICING SHEET.

Print Name of Bidder

Print Name and Title of Person Authorized to Sign for Bidder

Signature

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: BACKGROUND/SCOPE OF WORK

C.1 BACKGROUND

- C.1.1 The Department of Behavioral Health (DBH) provides prevention, intervention and treatment services and supports for eligible children, youth and adults with mental health and/or substance use disorders that include ongoing community-based services, residential services and emergency psychiatric care. DBH serves more than 22,000 adults, children and youth with their families each year through a network of community-based providers and unique Government delivered services.

In addition, DBH operates Saint Elizabeths Hospital (SEH)—the District’s inpatient adult psychiatric facility. The 450,000 square-foot, 291-bed facility is located at 1100 Alabama Avenue, SE, Washington, DC 20032.

C.2 SCOPE OF SERVICES

- C.2.1 The Contractor shall provide all labor, materials, supervision, protection, safety and clean up to perform the following painting services to selected areas at Saint Elizabeths Hospital as indicated in below sections of work:

NOTE: ALL MEASUREMENTS IN THIS SCOPE OF WORK ARE APPROXIMATE. IT IS THE CONTRACTOR’S RESPONSIBILITY TO VERIFY AND CONFIRM MEASUREMENTS PRIOR TO BIDDING.

The areas where work shall be performed are occupied by staff and patients. The FED, maintenance department have determined that it will be necessary for the Contractor to understand that the work under this contract can only be accomplished under strict schedule times and guidelines to include days and hours of work.

The Contractor shall be notified by the Contracting Officer Representative (COTR).

- C.2.2 The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to perform the following:
- (a) Prep all walls, ceilings, interior of buildings to include bathrooms by scraping and patching as needed.
 - (b) Provide and apply appropriate primer to all walls and ceilings, to include bathrooms, as needed.
 - (c) Provide and prime all walls and ceilings to include bathrooms, by applying one coat of paint primer.
 - (d) Provide and paint all walls, and ceilings to include bathrooms, by applying two coats of finished paint as needed (color of paint to be determined after contract award). **A two part epoxy paint is highly recommended.**
 - (e) Walls are approximately eight (8) feet high.
 - (f) Prep, prime and paint metal doors and door frames in exterior/interior in the selected areas.
 - (g) Replace damaged and or missing cove base as needed.

- (h) Replace drop ceiling tiles as needed
- (i) Perform minor carpentry work to prep areas for painting as needed
- (j) The Contractor shall be responsible for hauling away and disposal of all debris generated during the performance of the above work to an approved location and authorized landfill outside of the St. Elizabeths Hospital Grounds.
- (k) The Contractor shall be responsible for removing all furniture and wall hangings as needed to facilitate the work. **All removed furniture and/or wall hangings must be put back in place prior to leaving the work site on a daily basis. Contractor is not allowed to use spray paint while performing this work. Contractor is not allowed to use sinks and or showers for the clean up of paint equipment or accessories.**

C.2.3 **PRIMER AND PAINT SPECIFICATIONS:**

A. PRIMER:

The primer shall have but not limited to the following characteristics:

- a. Premium quality
- b. 100% acrylic interior that combines many of the qualities desired in a primer
- c. Excellent adhesion and sealing properties
- d. Low odor
- e. Easy application
- f. Mildew resistant
- g. Quick drying
- h. Spatter resistant

B. PAINT:

The paint shall be a two component epoxy paint and shall have but not limited to the following characteristics:

- a. Virtually odorless
- b. Zero VOC's
- c. Quick return to service
- d. Spatter resistant
- e. Dries quickly to a beautiful, washable, and uniform finish
- f. Fade resistant
- g. Mildew resistant
- h. 100% Acrylic
- i. One hour recoat for quick return to service
- j. Lower Total Emissions
- k. Carries the Green Promise designation (Preferred)
- l. Can be self-priming
- m. COLOR TO BE DETERMINED AFTER AWARD

C.3 **WORKING INSIDE BUILDINGS:**

- C.3.1 All of the repairs/upgrades/replacements of this project shall be performed inside of the building and shall be in accordance with all applicable codes and standards to include the hospital's policies and procedures.

C.4 STANDARD OF PERFORMANCE:

- C.4.1 The Contractor shall at all times, while acting in good faith and in the best interest of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing this contract. The contractor shall adhere to the standards as outlined in the Hospital's ICRA policy (Infection Control during Construction, Renovation and Maintenance)
- C.4.2 The Contractor shall apply, obtain and pay for all license(s), permit(s), certificate(s), and fee(s) if required for performing the work under this Contract.

C.5 WORKING HOURS:

- C.5.1 All of services provided under this Contract shall be performed during the hours of 7:00 am to 7:00 pm Sunday through Saturday. The exact time for the work shall be coordinated after contract award with the Contracting Officer Technical Representative COTR.

C.6 COORDINATION OF WORK:

- C.6.1 The Contractor shall coordinate all work schedules with the Contracting Officer Technical Representative (COTR).

C.7 UTILITY SHUTDOWNS:

- C.7.1 The Contractor shall give at least a seventy-two (72) hour notice to the COTR or the Director, FED if a utility shutdown is required. Before any work can begin, authorization must be given by the Director, FED.

C.8 CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES:

- C.8.1 The Contractor shall exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces, and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, and existing structures shall be fully restored or replaced by the contractor at no cost to the District of Columbia Government within five (5) working days.
- C.8.2 The Contractor shall remove as necessary all paintings, wall hangings and directional signs from walls before painting and shall re-hang them in the original locations and positions after painting is completed and walls are thoroughly dried.
- C.8.3 The Contractor shall protect all wall outlets and light switches by either removing them or taping before the painting shall begin and shall re-install them in their original location after the paint has thoroughly dried or remove taping after the painting has thoroughly dried.

C.8.4 The Contractor shall cover and protect all exposed furniture and floors in all areas with drop cloths/painters plastic sheets while painting is in progress.

C.8.5 The Contractor shall cordon off all work areas while preparation/painting services are being provided for the health and safety of all persons entering, exiting and working in the building.

C.9 CLEANING OF SITE:

C.9.1 Upon completion of the work, and on a daily basis the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay out of Saint Elizabeths Hospital Campus prior to final acceptance of the work.

C.9.2 The Contractor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment, materials, and or supplies generated from the performance of the contract.

C.9.3 The Contractor shall not utilize any sinks or toilets at the hospital to wash paintable materials or hands while performing the contract.

C.10 WORKMANSHIP:

C.10.1 The Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by Best Practice and Standard Specifications and other applicable codes, and standard engineering practices.

C.11 WARRANTY:

C.11.1 All repairs and parts repaired or replaced shall be guaranteed for ninety (90) days from the date of acceptance of the work. Warranties must be submitted in triplicate to the Director, FED within **ten (10) working days** after completion of work.

C.12 COMPLETION OF SERVICES:

C.12.1 **All services must be completed no later than September 30, 2014. The Contractor must provide an invoice for services rendered no later than September 30, 2014.**

C.13 REQUIREMENT:

C.13.1 Provide proof of experience working in a hospital, school or prison environment paying particular attention to working around patients or consumers and in occupied buildings.

C.14 SUBMITTALS FOR GOVERNMENT APPROVAL:

C.14.1 The Contractor shall submit the following submittals to the Contracting Officer's Technical Representative (COTR) for Government approval prior to beginning any work:

- a. **Certificates:** The Contractor shall submit certificates showing conformance to the material and performance requirements of this specification.
- b. **Work Schedule:** The Contractor shall provide a simple bar chart schedule or gnat schedule that shows key milestones, such as award, material delivery, demolition, installation, clean up and close out.
- c. **Activity Hazard Analysis (AHA):** The Contractor submit for approval AHA's for each definable features of work associated with this project.

Purpose: The purpose of **activity hazard analysis (AHA)** is to identify potential risks that exist around the worksite premises.

- d. **Insurance Certificates:** The Contractor shall provide proof of insurance to include workers compensation insurance.
- e. **Bonding:** The Contractor shall provide bonding as determined by the Office of Contracts and Procurement.
- f. **Materials Safety Data Sheets (MSDS) and Total Desolve Solvent (TDS)**

C. 15 PRE-CONSTRUCTION MEETING:

C.15.1 A pre-construction meeting shall be held at the hospital within **one (1) week** after Contract Award. During the pre-construction meeting there will be a Contractors Orientation at which time Contractor employees performing work on the Hospital grounds shall familiarize themselves with hospital rules, procedures, and information pertaining to patient population. Exclusion – Individuals whose sole duties are to transport items on or off campus are exempt from this orientation.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for the resultant 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.

D.2 POSTAGE AND MAILING FEES

D.2.1 Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Request for Quotes (RFQ).

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

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

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)** <http://ocp.dc.gov/node/599822>

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

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

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

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

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

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

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

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

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

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

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

E.3 TEMINATION FOR CONVENIENCE

- E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.
- E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
 - E.3.2.1 Stop work as specified in the notice.
 - E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
 - E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - E.3.2.4 Assign to DBH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - E.3.2.5 With approval or ratification to the extent required by the Director, Contracts and Procurement Agency Chief Contracting Officer 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, Contracts and Procurement Agency Chief Contracting Officer, 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, Contracts and Procurement Agency Chief Contracting Officer, 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, Contracts and Procurement Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

F.1.1 The Period of Performance (POP) for the Contract shall be Date of Award for One (1) Year.

F.2 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.2.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director/ACCO in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the District.

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

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

G.1.1 Correspondence or inquiries related to this Contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE – Suite 200
Washington, DC 20002
Office - (202) 671-3188 – Fax-(202) 671-3395
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

G.2.1 This is a Firm Fixed Price Contract. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, individuals under Labor Hour Contracts working for Department of Behavioral Health are not eligible to be paid for holidays and sick leave. **However, if previous written authorization is provided for you to work on a Holiday, you shall be paid at your regular hourly rate.**

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

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

G.3 MODIFICATIONS

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

G.4 SUBMISSION OF INVOICE

- G.4.1 Contractor shall submit an original and three copies of the invoice on a monthly basis to Accounts Payable:

Accounts Payable Office
Department of Behavioral Health (DBH)
64 New York Avenue – 4th Floor
Washington, DC 20002
By E-Mail: dbh.ap@dc.gov

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract Line Items Numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice.

Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

- G.5.1 DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2014, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.6 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DBH.

Gilbert Taylor shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Name: Gilbert Taylor
Title: Director of Facilities
Agency: Saint Elizabeths Hospital
Department of Behavioral Health
Address 1100 Alabama Avenue, SE
Washington, D.C. 20032
Telephone: (202) 299-5457
E-Mail: gilbert.taylor@dc.gov

G.7 CERTIFICATION OF INVOICE

G.7.1 Contracting Officer's Technical Representative shall perform certification of Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice. **The Contractor must provide an invoice for services rendered no later than September 30, 2014.**

G.8 PAYMENT

G.8.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DBH shall only pay Contractor for performing the services under this Contract at the prices stated in Section B.

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 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 Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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**PART I: THE SCHEDULE
SECTION H**

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a 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 Dollars (\$100) 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

H.3.1 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

H.4.1 The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.5 FREEDOM OF INFORMATION ACT

H.5.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for 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 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies 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 certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.6.5 and H.6.6, the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) 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 Director/ACCO 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.

- H.7.1 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)

H.8.1 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.

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.

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

H.10.1 All costs of operation under this Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.11 CONTRACTOR LICENSE/CLEARANCES

H.11.1 The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.12 MANDATORY SUBCONTRACTING REQUIREMENTS

H.12.1 Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of \$250,000 is available at DBH link:
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/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

H.13.1 Information concerning DBH Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is available at DBH link:
<http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/Procurement%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

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.2), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

I.5.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

I.6.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.7 SUBCONTRACTS

I.7.1 Provider may subcontract with independent practitioners who are qualified mental health professionals for the provision of Core Services under the Agreement. A Core Services Agency may also enter into Affiliation Agreements with mental health providers certified by the Department to provide one or more Core Services ("Sub-providers") and/or Specialty Services ("Specialty Providers"). All Core

Services Agency contracts with Sub-providers, Sub-contractors and Specialty Providers shall be prepared using Department-approved contract forms (the "Standard Forms").

- I.7.2 Subcontractors, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.
- I.7.3 Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Contract immediately renders the Contract void.
- I.7.4 Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers" and 22 DCMR § 3406.
- I.7.5 All subcontracts, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract, and shall require the prior approval of the Contracting Officer in order to have any force and effect.
- I.7.6 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 CONTRACTS IN EXCESS OF \$1 MILLION

- I.8.1 Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the Contracting Officer.

I.9 CONTINUITY OF SERVICES

- I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.9.1.1 Furnish phase-out, phase-in (transition) training; and
- I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 INSURANCE

- I.10.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.10.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7 Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.10.8 Provider shall have or obtain and maintain throughout the term of this Contract medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Contract. Provider shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) this Contract expires, whichever occurs 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 Provider and its malpractice insurer shall be sent to DBH.
- I.10.9 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Department of Small and Local Business Development.

I.12 CONTRACT MERGER CLAUSE

I.12.1 This Contract, including incorporated documents, constitutes the entire Contract between the parties. All previous discussions, writings and Contracts are merged herein and shall not provide a basis for modifying or changing this written Contract.

I.13 NOTICE

I.13.1 Any notice required pursuant to this Contract shall be in writing and shall be deemed to have been delivered and given for all purposes:

I.13.1.1 On the delivery date if delivered by confirmed fax;

I.13.1.2 On the delivery date if delivered personally to the party to whom the notice is addressed;

I.13.1.3 One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or

I.13.1.4 Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

I.14 ORDER OF PRECEDENCE

I.14.1 The Contract awarded as a result of this Solicitation shall contain the following clause:

I.14.2 Any conflict in language or any inconsistencies in this Invitation for Bid 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 Invitation for Bid by reference and made a part of the Contract:

I.14.3 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement).

I.14.4 Wage Determination No. 05-2103, Rev. 12, dated June 19, 2013.

- I.14.5 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.14.6 Sections A through J of this Solicitation No. RM-14-RFQ-274-BY0-DJW
- I.14.7 RESERVED
- I.14.8 Request for Quotes Dated: **August 27, 2014**
- I.14.9 DBH Policies and Rules

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

PART I: THE SCHEDULE
SECTION J
WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

Attachment Number	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/node/599822
J.2	Wage Determination No. 2005-2103 (Revision 13) June 19, 2013 http://ocp.dc.gov/node/599822
J.3	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/node/599822
J.4	First Source Agreement http://ocp.dc.gov/node/599822
J.5	2014 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) http://ocp.dc.gov/node/599822
J.6	2014 Living Wage Notice (The Living Wage Act of 2006) http://ocp.dc.gov/node/599822
J.7	Tax Certification Affidavit http://ocp.dc.gov/node/599822
J.8	Bidder/Offeror Certification Form http://ocp.dc.gov/node/599822
J.9	RESERVED
J.10	Sub-Contracting Plan Form http://ocp.dc.gov/node/599822
J.11	Past Performance Evaluation Form http://ocp.dc.gov/node/599822
J.12	Department of Behavioral Health Policies and Rules http://ocp.dc.gov/node/599822

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

*** END OF SECTION J ***

SECTION M
EVALUATION FACTORS FOR AWARD
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SECTION M – PREFERENCE POINTS FOR BIDDERS

M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.1.1 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 proposals 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.2 Application of Preferences

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

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

M.3 Maximum Preference Awarded

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

M.4 Preferences for Certified Joint Ventures

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

M.5 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.1 Any Bidder seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Bidder's certification with DSLBD, and the Bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise. Any Bidder 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, N.W., Suite 970N
Washington, D.C. 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

M.6.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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