



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

REQUEST FOR QUOTES (RFQ)

RM-014-RFQ-021-BY0-DJW for Diesel Powered or Natural Gas Emergency Generator

The District of Columbia Department of Behavioral Health (DBH), (the District) is seeking a Contractor to furnish and install one (1) new 60KW, 120/208v, Diesel Powered or Natural Gas Emergency Generator at the facility located at 35K Street, NE, Washington, DC 20002.

Opening Date: October 15, 2013
Closing Date: October 30, 2013
Cut Off Time: 2:00 P.M. EST

To obtain a 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 - Suite 200 Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.wells@dc.gov or visit our website at www.dmh.dc.gov (click on Business Opportunities)

Please return the completed Bid to Ms. Denise J. Wells 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**

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE, NE SUITE 200 WASHINGTON, DC 20002		2. PAGE OF PAGES: 2 of 52	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-014-RFQ-021-BY0-DJW	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: October 15, 2013/October 30,2013 @2:00 PM EST	
7. TYPE OF SOLICITATION: N/A <input checked="" type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION <input type="checkbox"/> SINGLE AVAILABLE SOURCE		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. FOR INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	L	Instrs. Conds, & Notices to The Contractors	
x	G	Contract Administration		x	M	Preferences for Certified Business Enterprises	
x	H	Special Contract Requirements					

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within _____ 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 Contract 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:

SECTION B
SUPPLIES OR SERVICES AND PRICE

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SECTION B: SOLICITATION AND SERVICE RATES

B.1 PURPOSE OF SOLICITATION

The District of Columbia Department of Behavioral Health (DBH), (the District) is seeking a Contractor to furnish and install one (1) new 60KW, 120/208v, Diesel Powered or Natural Gas Emergency Generator at the facility located at 35K Street, NE, Washington, DC 20002. This shall be a Fixed Price Contract.

B.2 SERVICE RATES

The rate of payment for services rendered in accordance with the rates contained in Section B.6, Pricing Schedules.

B.3 RESPONSE TO THIS REQUEST FOR QUOTES (RFQ)

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

Denise J. Wells, CPPB
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 RESERVED

B.5 SUBCONTRACTING PLAN

For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted services shall be subcontracted in accordance with section H. A Bidder responding to this solicitation must submit with its Bid a notarized statement detailing any subcontracting plan as required by law. Bidders responding to this Solicitation shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan that is required by law.

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

B.6 SCHEDULE B – PRICING SCHEDULE

(A)	(B)	(C)	(D)	(E)	(F)
Line Item No	Item Description	Quantity	Unit	Unit Price	Extended Price
0001	60 KW, 120/208v Diesel Powered or Natural Gas Emergency Generator	1	Each	\$ _____	\$ _____
0002	Installation of 60 KW, 120/208v Diesel Powered or Natural Gas Emergency Generator	1	Each	\$ _____	\$ _____
0003	Labor	_____	Hour(s)	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT				\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

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

PART I - THE SCHEDULE

SECTION C

BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

C.1.1 The Department of Mental Health provides Comprehensive Mental Health Services to Adults, Children, Youths and their families. Inpatient services are provided at Saint Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was established in 1855 and serves as the District of Columbia's government-run Psychiatric Hospital.

C.2 SCOPE OF WORK

C.2.1 The Contractor shall furnish and install one (1) new 60KW, 120/208v, Diesel Powered or Natural Gas Emergency Generator at 35 K Street, NE Washington, DC 20002 this location is a three (3) storied concrete building approximately twenty nine thousand nine hundred sixteen square feet (29,916).

C.2.2 The Generator shall be permanently installed outdoor adjacent to building (back of Building.) Building location is 35 K Street, NE Washington, DC 20002.

C.2.3 Access to building shall be Monday through Friday from 7:00am – 11:00 pm; Saturday 8:00am – 4:00pm or as needed to address emergency calls.

C.2.4 The Contractor shall respond to all emergencies within one (1) hour of notification from the Contracting Officer Technical Representative (COTR) identified in G.5 of this Contract.

C.2.5 The Contractor shall provide generator and all materials labor and transportation to perform required service.

C.2.6 The Contractor is required to remove all debris from the building after installation.

C.2.7 The Contractor shall perform on-site full-load test of the Generator as well as maximum building load testing as required.

C.2.8 The Contractor shall perform quality preventative maintenance, checking for proper operations of all systems, lubricating all moveable parts, replacing belts, hoses, lubricating oil, filters etc. as needed, exercising transfer switches, replacing defective parts, adjusting and or calibrating for proper amperage, voltage and frequency, adjusting and calibrating to reduce emissions and checking battery for fluid level and proper voltage.

C.2.9 The components include but are not limited power system with automatic transfer switches electronic controls, battery to jump start, distribution panel, all connecting pipes/hoses, block heaters.

C.2.10 The Contractor shall provide all and maintain all operational manuals on site.

C.2.11 The Contractor shall ensure that generator installation and maintenance conforms to all regulatory standards and procedures.

C.2.12 The Contractor shall perform preventative maintenance service including but not limited to -

- a. Checking block heater,
- b. Clean and adjust exhaust cap check oil & filter, adjust all connections
- c. Check batteries, tighten electrical receptacle
- d. Broom clean trash under generator
- e. Steam clean unit
- f. Test start unit and run
- g. Service on exhaust and fuel system
- h. Lubricating system
- i. Cooling system
- j. Electrical system
- k. Battery system
- l. Operational testing
- m. Transfer switch
- n. Engine components

C.3 WARRANTY AND MAINTENANCE REQUIREMENTS

C.3.1 The Contractor shall provide DBH with all manufactures warranties and extended warranties at the timeframe specified for all equipment listed in Section B.5 prior to or at the time of delivery.

C.3.2 Pursuant to 27 DCMR § 4026.1 the Contracting Officer shall ensure that each warranty in a District contract clearly delineates the rights and obligation of the contractor and the District for defective items and services and fosters quality performance.

The warranty shall provide the following:

- a) A contractual right for the correction of defects, notwithstanding any other requirement of the contract pertaining to acceptance of the supplies or service by the District; and
- b) A stated period of time or use, or the occurrence of a specified event, after acceptance by the District within which the District may assert a contractual right for the correction of defects.

C.4 STANDARD OF PERFORMANCE

C.4.1 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.5 ADVERTISING AND PUBLICITY

C.5.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DBH endorses, 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.5 CONFIDENTIALITY

C.5.1 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.3 of this Contract.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

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Consignments Page 1.
[http://www.ocp.in.dc.gov/ocp/lib/policies_and_form/Standard Contract Provisions
0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/policies_and_form/Standard_Contract_Provisions_0307.pdf)

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

SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

E-1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4 [http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

E-2 TERMINATION BY CONTRACTOR

E.2.1 Contractor may terminate this Contract with or without cause upon 30 days prior written notice to DBH.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF CONTRACT

The Period of Performance (POP) for this Contract shall be date of award through ninety (90) days.

F.2 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, N.E. 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 shall be a Fixed Price Contract with fixed unit prices. The Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Solicitation, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed.

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 Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

- G.4.1 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.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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

The Contracting Officer's Technical Representative (COTR) for this Contract is:

Theresa Donaldson-DePass
Program Director
Department of Mental Health
Mental Health Services Division (MHSD)
35 K Street, NE
Washington, DC 20002
Tele: 202-442-4876
Cell: 202-360-7891
E-mail:theresa.donaldson@dc.gov

G.6 SUBMISSION OF INVOICES

- G.6.1 The Contractor shall submit an original and three copies of the invoice on a monthly basis to Accounts Payable and the COTR. 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.7 CERTIFICATION OF INVOICE

G.7.1 The COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.8 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.10.1 The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Solicitation, 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 *****

**PART I: THE SCHEDULE
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 Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$100.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

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

H-2 CONTRACTOR LICENSE/CLEARANCES

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

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DBH" shall mean the District of Columbia, Department of Behavioral Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DBH that is:

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

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.

- (d) The Business Associate agrees to report to DBH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DBH, agrees to the same restrictions and conditions that apply through this Contract to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DBH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DBH or, as directed by DBH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DBH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DBH, available to the DBH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DBH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DBH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DBH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DBH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DBH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DBH or the minimum necessary policies and procedures of DBH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DBH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.3.4 Obligations of DBH

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

H.3.5 Permissible Requests by DBH

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

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DBH to the Business Associate, or created or received by the Business Associate on behalf of DBH, is destroyed or returned to DBH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon DBH's knowledge of a material breach of this Section H.3 by the Business Associate, DBH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DBH;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DBH shall report the violation to the Secretary.

- (c) Effect of Termination.
 - 1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DBH, or created or received by the Business Associate on behalf of DBH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.

 - 2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DBH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Contract to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.

- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DBH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

- (c) Survival. The respective rights and obligations of the Business Associate under Section H.3.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.

- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DBH to comply with the Privacy Rule.

H-4 COST OF OPERATION

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

H-5 PROTECTION OF PROPERTY

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

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

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

H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

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

H.9.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.9.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.9.5 The submission of the Contractor’s Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.9.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.9.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.9.6.

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

- (1) A good faith effort to comply is demonstrated by the Contractor;

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

H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the Director/ACCO pursuant to this section H.9.8.

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

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

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

H.11 FREEDOM OF INFORMATION ACT

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

to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.12 PUBLICITY

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

H.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.13.1 The purpose of the following information being provided is to help prospective Bidders/Offerors who have a need to fulfill a 35% CBE Utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select "doing Business in the District of Columbia. "Scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form (see attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form.
<http://dslbd.dc.gov>

H.13.2 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.13.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.13.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.13.4 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.13.1 and H.13.2.

H.13.5 The purpose of following information being provided is to help prospective bidder/offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors.

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

H.13.6 Subcontracting Plan

H.13.6.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.13.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its Bid, a notarized statement detailing its subcontracting plan. Bids responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Bid. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.13.6.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.13.6.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;

H.13.6.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;

H.13.6.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;

H.13.6.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;

H.13.6.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;

H.13.6.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.13.6.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and

- H.13.6.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.13.7 Subcontracting plan Compliance Reporting
- H.13.7.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.13.7.2 The dollar amount of the Contact or procurement;
- H.13.7.3 A brief description of the goods procured or the services contracted for;
- H.13.7.4 The name of the business enterprise from which the goods were procured or services contracted;
- H.13.7.5 Whether the subcontractors to the Contract are certified business enterprises;
- H.13.7.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.13.7.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.13.7.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.13.8 Enforcement and Penalties for Breach of Subcontracting Plan
- H.13.8.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.
- H.13.8.2 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.13.8.3 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.13.8.4 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

***** 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 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

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 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.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 Contract. A Core Services Agency may also enter into Affiliation Contracts 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, Subcontractors 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 Contract. 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

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:

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

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

- I.14.2 Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012.
- I.14.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.14.4 Sections A through M of this Solicitation RM-014-RFQ-021-BY0-DJW
- I.14.5 Best and Final Offer: N/A
- I.14.6 Request for Quotes Submission Dated: October 30, 2013

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

PART III: SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

- J.1** STANDARD CONTRACT PROVISIONS (JULY 2010)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf
- J.2** WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages) Wage Determination - May 26, 2009.PDF (568KB)
- J.3** SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (DIXON SETTLEMENT AGREEMENT) (Double click on link) (22 Pages)
http://www.DBH.dc.gov/DBH/frames.asp?doc=/DBH/lib/DBH/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.4** EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 (6 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5** FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6** TAX CERTIFICATION AFFIDAVIT (1 Page)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.7** LIVING WAGE ACT FACT SHEET (THE WAY TO WORK (2 Pages) AMENDMENT ACT OF 2006
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>

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

SECTION K

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

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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 click on "Solicitation Attachments"

***** 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

L.1.1 Most Advantageous to the District

The District intends to award a single Contract resulting from this solicitation to the most responsive and responsible Offerors whose offers conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

L.1.2 Initial Offers

L.1.3 The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 BID FORM, ORGANIZATION AND CONTENT

L.2.1 One original and three (3) copies of the written Bids shall be submitted. Telephonic and facsimile Bids shall not be accepted. Each Bid shall be submitted in a sealed envelope conspicuously marked "Request for Quotes (RFQ) in Response to Solicitation No. **RM-014-RFQ-021-BY0-DJW (insert solicitation number, title and name of Offeror)**".

L.2.2 RESERVED

L.3 RESERVED

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

L.4.2 Bid Submission

L.4.3 Bid shall be submitted no later than 2:00 p.m. local time on Thursday, October 30, 2013 to the following address AND CLEARLY MARKED THAT IT IS A BID WITH THE SOLICITATION NUMBER: RM-014-RFQ-021-BY0-DJW.

**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 Services
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 (5th) 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.4.3 Withdrawal or Modification of Bids

L.4.4 An Offeror 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.4.5 Postmarks

L.4.6 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 Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.7 Late Modifications

L.4.8 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.4.9 Late Bids

L.4.10 A late Bid, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

L.5.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one.

The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation.

The District shall not consider any questions received less than 5 calendar days before the date set for submission of Bid. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

- L.6.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Behavioral Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002 Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a Bid in response to this solicitation. If a recipient does not submit an offer and does not notify the Director/ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.7.1 Offerors 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 Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in this Bid if it is obtained from another source. The data 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 RESERVED

L.9 BID PROTESTS

L.9.1 Any actual or prospective Offeror, 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, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.10 SIGNING OF OFFERS

L.10.1 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

L.11.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror'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

L.12.1 All Bid documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.13 BID COSTS

L.13.1 The District is not liable for any costs incurred by the Offerors in submitting Bids in response to this solicitation.

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

L.14.1 In addition to other Bid submission requirements, the Offeror 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

- L.15.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 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 Services
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, N.E., Suite 200
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

- L.16.1 The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 RESERVED

L.18 LEGAL STATUS OF OFFEROR

Each Bid shall provide the following information:

- L.18.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.18.2 A copy of each District of Columbia license, registration or certification which the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

- L.18.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

- L.19.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. 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.20 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.20.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.20.2 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.20.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.8 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.

L.21 KEY PERSONNEL

L.21.1 The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience, (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

*****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

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 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.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 Bids 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 Bids 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 Bids 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 Bids 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 Bids 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 Bids 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 Bids 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 Bids 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 Bids submitted in response to this RFQ. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.4 Preferences for Certified Joint Ventures

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

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

M.5.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its Bid. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its Bid any documentation regarding its certification as a certified business enterprise. Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation 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 offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror. In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be able for the purpose of earning the discount on the date of mailing of the District check.