



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

REQUEST FOR QUOTES

RM-013-RFQ-115-BY0-DJW for Maintenance and Repair Services for Chain Link Fences

The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Maintenance and Repair to Chain Link Fence Sections located on Saint Elizabeth Hospital Campus. The Contractor shall provide all labor, materials and supervision.

Opening Date: March 29, 2013
Closing Date: April 12, 2013
Closing Time: 2:00 PM EST

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

D.C. Department of Mental Health | Contracts and Procurement Services
64 New York Avenue, NE – 2nd Floor 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 Quote to Ms. Denise J. Wells via hand delivery, U.S Postal Service (Mail) or at denise.wells@dc.gov

Any and all questions pertaining to this RFQ must be submitted in writing no later 5 days prior to the closing of this solicitation to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, NE Suite 222
Washington, DC 20002
Samuel.Feinberg@dc.gov

RM-013-RFQ-115-BY0-DJW
 Maintenance and Repair of Chain Link Fence Sections

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE, NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 2 of 38
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-013-RFQ-115-BY0-DJW
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: March 29, 2013 / April 12, 2013 @ 2:00 PM 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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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	
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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	Evaluation Factors for Award	
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 **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/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 DMH)

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/SERVICES AND PRICE/COSTS

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B.1 PURPOSE OF SOLICITATION

B.1.1 The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Maintenance and Repair to Chain Link Fence Sections located on Saint Elizabeth Hospital Campus. The Contractor shall provide all labor, materials and supervision.

B.2 CONTRACT TYPE

B.2.1 This is a Firm fixed Priced Contract. The District requires the Bidder to provide pricing for the Contract Line Item Number (CLIN) listed in the Schedule B Table(s).

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be from Date of Award through thirty (30) days.

B.4 RESPONSE TO THIS REQUEST FOR QUOTES

B.4.1 Response to this Request for Quotes (RFQ) requires completion and signature of the Section A and Schedule B Pricing Sheet and satisfaction of DC Tax and EEO requirements submitted to the following DMH Contract Specialist:

Denise J. Wells, CPPB
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 222
Washington, DC 20002
Email: denise.wells@dc.gov
Telephone: 202-671-3174

B.5 SUBCONTRACTING PLAN

B.5.1 For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted shall be subcontracted in accordance with section H.8. An Offeror responding to this solicitation must submit with its Quote a notarized statement detailing any subcontracting plan as required by law. Quotes responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.6 PRICING SCHEDULE

B.6.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation.

SOLICITATION/CONTRACT # RM-013-RFQ-115-BY0-DJW					
NAME OF CONTRACTOR-					
Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	<p>The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Maintenance and Repair of Chain Link Fence Sections located on Saint Elizabeth Hospital Campus. In accordance with the Specifications in Section C and on this Schedule B Pricing.</p> <p>This is a Firm Fixed Price Contract.</p> <p>The Period of Performance (POP) under this Contract shall be Date of Award through thirty (30) Days.</p>				
0001	Maintenance and Repair of Chain Link Fence Sections	1 LOT		\$ _____	\$ _____
GRAND TOTAL					\$ _____

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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C-5	ADVERTISING AND PUBLICITY	
C-6	CONFIDENTIALITY	

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

C.1.1 The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) is the District's only funded and operated adult mental health facility providing in-patient mental health services for the community.

C.2 SCOPE OF SERVICES

C.2.1 The Government of the District of Columbia Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) has a need for a Contractor to provide Maintenance and Repair Services to Chain Link Fence Sections located on Saint Elizabeth Hospital Campus.

C.2.2 The Contractor shall repair torn and damaged section of chain link fence, approximately 3 feet by 3 feet, located adjacent to an upright post on the exterior alarmed chain link fence. This is located at the rear of Wings 1C/1D.

C.2.3 The Contractor shall repair a small section, about 5" by 5," of the bottom edge of the exterior alarmed chain link fence, located adjacent to the drainage swale between the outdoor stage and the greenhouse.

C.2.4 The Contractor shall provide the necessary supplies, equipment, material and staff for this project. All workmanship under this Contract shall be guaranteed for one (1) year.

C.2.5 The Contractor shall coordinate all work schedules with the COTR or designated Site Representative prior to purchase and installation of any product to review final specifications. DMH shall give final approval before purchase.

C.2.6 The Contractor shall exercise great care to protect adjacent and surrounding surfaces from damage.

C.2.7 Dust/fume control measures shall be applied where applicable to reduce negative impact to nearby work areas.

C.2.8 The Contractor shall clean the area where maintenance/repair has taken place and leave in a clean and orderly manner. Upon completion of the work, the Contractor shall remove and dispose of all protection items, tools discarded equipment, excess materials and debris from the job site without delay off of Saint Elizabeths Hospital Campus prior to final acceptance of the work. The Contractor shall not utilize any dumpster on the grounds of the SEH for the disposal of any debris or discarded equipment, materials and or supplies generated from the performance of this Contract.

C.2.9 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 with five (5) working days.

C.2.10 The Contractor shall meet with the COTR or designated Site Representative prior to purchase and installation of any product to review final specifications. DMH shall give final approval before purchase.

C.2.11 The Contractor shall obtain the signature of the COTR or designated Site Representative on the service invoice in order to be paid for the repair or maintenance service.

C.3 WARRANTY AND MAINTENANCE REQUIREMENTS

C.3.1 The Contractor shall provide DMH with all manufactures' and extended warranties for all equipment upon completion of installation.

C.3.2 The Contractor shall provide one year full parts and labor warranty on all materials to be installed and labor.

C.3.3 Pursuant to 27 DCMR Section 4026.1 as it applies to DMH Contracts and Procurement, the Director/Agency Chief Contracting Officer (Director/ACCO) 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 WARRANTY TERMS AND CONDITIONS

The Contractor's obligations under a warranty shall extend to all defects discovered during the warranty period, but shall not include any damage caused solely by the District.

A warranty shall provide, at a minimum that the District may obtain an equitable adjustment of the Contract or direct the Contractor to repair or replace the defective item at the Contractor's expense. If it is not practical to require the Contractor to make a repair or provide a replacement, or, because of the nature of the item, the repair or replacement does not afford an appropriate remedy to the District, the warranty may provide an alternative, such as allowing the District to do either of the following:

- a) Retain the defective item and reduce the Contract price by an amount equitable under the circumstances; or
- b) Arrange for the repair or replacement of the defective item b the District, or by another source, at the Contractor's expense.

The Director/Agency Chief Contracting Officer shall clearly specify the duration of the warranty after consideration of the following factors:

- a) The estimated useful life of the item;
- b) The nature of the item including storage or shelf-like; and
- c) Trade practice

The duration of the warranty shall not extend the Contractor's liability for patent defects beyond a reasonable time after acceptance by the District. Each warranty shall specify a reasonable time for furnishing notice to the Contractor regarding the discovery of defects. The Director/Agency Chief Contracting Officer shall consider the following factors when establishing the notice period:

- a) Time necessary for the District to discover the defects;
- b) The time reasonably required for the District to take necessary administrative steps and make a timely report of discovery of the defects to the Contractor; and;
- c) The time required to discover and report defective replacements.

C.5 STANDARD OF PERFORMANCE

- C.5.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, 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 DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.6 ADVERTISING AND PUBLICITY

- C.6.1 Unless granted prior, express, written authority by the Construction Manager, 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 DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH'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.7 CONFIDENTIALITY

- C.7.1 Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

SECTION D
PACKAGING AND MARKING
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SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment / Page 1.
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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INSPECTION AND ACCEPTANCE

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E-2	TERMINATION BY CONTRACTOR	

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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 307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%20307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

PART I - THE SCHEDULE

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DELIVERY and PERFORMANCE

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PART I - THE SCHEDULE
SECTION F
DELIVERY AND PERFORMANCE

F-1 PERIOD OF PERFORMANCE (POP)

F-1.1 Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be from the Date of Award through thirty days (30) days as indicated on the Pricing Schedule which are in Section B.

F-2 DELIVERABLES

F-2.1 The Contractor shall provide the Deliverables (complete services required as outlined in Section C) to the Contracting Officer's Technical Representative for this procurement as described in Section G.5.

F-3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F-3.1 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, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

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

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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 Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue Suite 222
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 Firm Fixed Price Contract with fixed unit prices. Contractor shall be remunerated at a fixed unit rate indicated in Section B 4, Pricing Schedule for service performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.

G.2.2 This Solicitation 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 Solicitation; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement Services/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 Services/Agency Chief Contracting Officer only.

G.4 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.4.1 The Director, Contracts and Procurement Services/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 Services/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

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

Merrit P. Drucker
Facilities Operations Manager
St. Elizabeths Hospital
Room 190.01
Desk: 202 299 5250
Cell: 202 536 9504

G.5 SUBMISSION OF INVOICE

- G.5.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoice shall then be forwarded by the Accounts Payable Office to the COTR for certification. 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 Thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** and shall be resubmitted as indicated in this clause.

- G.5.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.5.3 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.5.4 Contract number, block number eleven (11) and encumbrance number, block number seven (7) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- G.5.5 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed;
- G.5.6 Other supporting documentation or information, as required by the Contracting officer;
- G.5.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.5.8 Name, title, phone number of person preparing the invoice;
- G.5.9 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and
- G.5.10 Authorized signature

G.6 CERTIFICATION OF INVOICE

- G.6.1 Contracting Officer's Technical Representative shall perform certification of each Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.7 PAYMENT

- G.7.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within Thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay Contractor for performing the services under this Solicitation at the prices stated in Section B 4, Pricing Schedule.

G.8 RESPONSIBILITY FOR AGENCY PROPERTY

- G.8.1 Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or parts 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 DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement Services/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

G.9 ASSIGNMENT OF PAYMENTS

- G.9.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract, to a bank, trust company or other financial institution.
- G.9.2 Any assignment shall cover all unpaid amounts payable under this Contract and, shall not be made to more than one party.
- G.9.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

(Name and address of Assignee)

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

PART I: THE SCHEDULE

SECTION H

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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, DMH 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 DMH 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 shall be in an amount of \$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 DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH 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 DMH to the replacement Contractor.
- H.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

H.2 CONTRACTOR LICENSE/CLEARANCES

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

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental 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 DMH 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 DMH 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 DMH.
- (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 DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH 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 DMH.
- (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.2 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.2.
- (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.2.

- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 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 DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH 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 DMH or, as directed by DMH, 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 DMH 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 DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH'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 DMH 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 DMH 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 DMH 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.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, 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.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH 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 DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH 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) DMH 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.
- (b) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH 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 DMH

- (a) DMH 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 DMH.

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 DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, 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 DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH 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 DMH;
 - (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, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
- (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. 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 DMH 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 Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 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.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 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.2 shall be resolved to permit DMH to comply with the Privacy Rule.

H.4 COST OF OPERATION

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

H.5 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)

H.6.1 During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

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

H.7.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. seq.

H.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 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.2 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.9.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.4 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10 SUBCONTRACTING PLAN

- H.10.1 If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:
- H.10.2 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.10.3 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, by any certified business enterprises;
- H.10.4 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.5 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.6 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.7 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- H.10.8 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.9 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.10 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.11 SUBCONTRACTING PLAN COMPLIANCE REPORTING

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO 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.11.1 The dollar amount of the contract or procurement;
- H.11.2 A brief description of the goods procured or the services contracted for;
- H.11.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.11.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.11.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6 A description of the activities the Contractor engaged in, in order to achieve the sub-contracting requirements set forth in its plan; and
- H.11.7 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.12 SUBCONTRACTOR STANDARDS

- H.12.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.13 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.13.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

- H.13.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

- H.13.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

PART II: CONTRACT CLAUSES

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

I.1.1 This contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

I.2.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated July 2010, (Attachment J.2) are incorporated by reference into this contract. [http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)

I.3 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

I.3.1 Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C3126%7C.asp>

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 RIGHTS IN DATA

I.5.1 Reserved.

I.6 SUSPENSION OF WORK

I.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and

Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.7 STOP WORK ORDER

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.1).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.8 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.9 This section is reserved for Future Use

I.10 ANTI-KICKBACK PROCEDURES

Definitions:

I.10.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

I.10.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.10.3 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.10.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.10.5 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.10.6 “Subcontract,” as used in this clause means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.10.7 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contractor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.10.8 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.10.9 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

- I.10.10 Providing or attempting to provide or offering to provide any kickback;
- I.10.11 Soliciting, accepting, or attempting to accept any kickback; or
- I.10.12 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.10.13 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-9 of this clause in its own operations and direct business relationships.
- I.10.14 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.10.15 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a sub-contractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.
- I.11 INSURANCE**
- I.11.1 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.11.2 **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.11.3 **Property Damage:** The Contractor shall carry property damage insurance of \$20,000 per occurrence.
- I.11.4 **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.11.5 **Employers Liability:** The Contractor shall carry employer's liability coverage of at least \$100,000 per employee.

I.11. 6 Automobile Liability Insurance: 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.11. 7 Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.

I.11.8 All insurance provided by the Contractor as required by this section except Workers' Compensation and Employers' Liability, comprehensive automobile liability insurance and the professional liability coverage, shall set forth the District as an additional loss payee. 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 DMH. The policies of insurance shall provide for at least thirty (30) days written notice to DMH prior to this termination or material alteration.

I.11.9 Notwithstanding the foregoing, DMH agrees that Contractor may maintain general liability (bodily injury and property damage) insurance and professional liability insurance with protection provided through Contractor's self-insurance program.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

I.12.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J. 4. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.13 FIRST SOURCE EMPLOYMENT AGREEMENT

I.13.1 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.14 SUBCONTRACTORS

I.14.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor.

Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.15 ORDER OF PRECEDENCE

The Contract awarded as a result of this Contract 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.15.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement)
- I.15.2 Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012
- I.15.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.15.4 Sections A through J of this Solicitation/Contract No. RM-013-RFQ-115-BY0-DJW
- I.15.5 Best and Final Offer: N/A
- I.15.6 Request for Proposal submission dated: N/A
- I.15.7 Request for Quotes dated: March 29, 2013

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

- J.1 SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, ET AL. V GRAY, ET AL., CA 74-285 (TFH) DIXON SETTLEMENT AGREEMENT) (Double Click one link) (22 Pages) CONSENT ORDER DATED DECEMBER 12, 2003 in DIXON, ET AL. V GRAY, ET AL., CA 74-285 (TFH) (DIXON CONSENT ORDER).**
http://www.dmh.dc.gov/dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonsettlementAgreement/Settlement_Agreement.pdf
- J.2 STANDARD CONTRACT PROVISIONS (MARCH 2007)**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open=|34644|
- J.3 TAX CERTIFICATION AFFIDAVIT**
http://otr.cfo.dc.gov/otr/frames.asp?doc=/otr/lib/otr/pdf/final_tax_certification_affidavit.pdf
- J.4 EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eeo_compliance.pdf&open=|34644|
- J.5 FIRST SOURCE EMPLOYMENT AGREEMENT**
<http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/firstsourceemploymentagreement.pdf&open=|34644|>
- J.6 WAGE DETERMINATION NO. 05-2103, REV. 10 DATED JUNE 15, 2010**
[Wage Determination - May 29, 2008.PDF \(568KB\)](http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp)
- J.7 LIVING WAGE ACT FACT SHEET (The way to Work Amendment Act of 2006)**
<http://ocp.dc.gov/DC/OCP/PUBLICATION%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES (NEW)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>