



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

REQUEST FOR QUOTES (RFQ)

RM-014-RFQ-170-BY4-DJW for High Voltage Electrical Services

The Government of the District of Columbia, Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is issuing this Competitive Request for Quotation to solicit cost from qualified Vendors to provide High Voltage Electrical Services according to the attached Specifications. Please Submit your Quote on the attached Schedule B Pricing Sheets for the Base Year and all Four Option Years.

Opening Date: February 5, 2014
Closing Date: February 12, 2014
Closing 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.dbh.dc.gov ([click on Business Opportunities](#))

Please return the completed Quote to Ms. Denise J. Wells via hand delivery, e-mail or U.S Postal Service (Mail) at the address noted below.

**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**

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: 1 of 37
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-014-RFQ-170-BY4-DJW
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: February 3, 2014/February 10, 2014 @ 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
----------------------	--	--	---

11. TABLE OF CONTENTS

(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		N/A	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		N/A	L	Instrs. Conds., & Notices to The Contractors	
x	G	Contract Administration		N/A	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 DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	TYPE OF CONTRACT	3
B.3	RESPONSE TO THIS SOLICITATION	3

B.1 **PURPOSE OF SOLICITATION**

B.1.1 The Government of the District of Columbia, Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is issuing this Competitive Request for Quotation to solicit cost from qualified Vendors to provide High Voltage Electrical Services according to the attached Specifications. Submit your Quote on the attached Schedule B Pricing Sheets for the Base Year and all Four Option Years.

B.2 **CONTRACT TYPE**

B.2.1 This is a Fixed Price Contract with payments based on Fixed Unit Rates as outlined in the Pricing Schedule in Section B of this Contract.

B.3 **RESPONSE TO THIS SOLICITATION**

Response to this Solicitation 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-B.8 **SCHEDULE B PRICING SHEET(S)**

B.4 SCHEDULE B – PRICING SCHEDULE

BASE YEAR

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	Supplies/Services	Unit Hour	Quantity	Unit Price	Extended Price
0001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM)	Hour(s)	120	\$ _____	\$ _____
0004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	\$ _____	\$ _____
0005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	\$ _____	\$ _____
0006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____
0007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.5 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR ONE

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	Supplies/Services	Unit Hour	Quantity	Unit Price	Extended Price
0001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM)	Hour(s)	120	\$ _____	\$ _____
0004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	\$ _____	\$ _____
0005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	\$ _____	\$ _____
0006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____
0007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.6 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR TWO

(A) Contract Line Item No	(B) Supplies/Services	(C) Unit Hour	(D) Quantity	(E) Unit Price	(F) Extended Price
0001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM)	Hour(s)	120	\$ _____	\$ _____
0004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	\$ _____	\$ _____
0005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	\$ _____	\$ _____
0006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____
0007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.7 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR THREE

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	Supplies/Services	Unit Hour	Quantity	Unit Price	Extended Price
0001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM)	Hour(s)	120	\$ _____	\$ _____
0004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	\$ _____	\$ _____
0005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	\$ _____	\$ _____
0006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____
0007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.8 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR FOUR

(A) Contract Line Item No	(B) Supplies/Services	(C) Unit Hour	(D) Quantity	(E) Unit Price	(F) Extended Price
0001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	\$ _____	\$ _____
0003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM)	Hour(s)	120	\$ _____	\$ _____
0004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	\$ _____	\$ _____
0005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	\$ _____	\$ _____
0006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____
0007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	\$ _____	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
C.1	BACKGROUND	10
C.2	SCOPE OF SERVICES	10-11

SECTION C: SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

Saint Elizabeths Hospital (SEH) serves as the District of Columbia's psychiatric care hospital and is part of the Department of Behavioral Health (DBH).

C.2 SCOPE OF SERVICES

- C.2.1. The Contractor shall provide a full range of high and low voltage support services to SEH, and shall design and implement a comprehensive electrical preventative maintenance program for Saint Elizabeths Hospital (SEH).
- C.2.2. Within Thirty (30) days of Contract Award, the Contractor shall perform a preventative maintenance service for the four internal SEH substations and the primary external substation. The Contractor shall be responsible for providing a schedule that minimizes electrical downtime, and shall identify those locations where SEH shall need to operate on back up or emergency power.
- C.2.3. Within Forty(45) days of Contract Award the Contractor shall install two control power transformers in the primary SEH electrical substation. This shall be accomplished in conjunction with the preventative maintenance of the primary substation.
- C.2.3. The Contractor shall be able to install additional electrical outlets, both connected to the emergency power back up system and not connected to the system.
- C.2.4. The Contractor shall conduct a monthly test of the transfer switches that are part of the Emergency Power Back Up System.
- C. 2. 5. The Contractor shall be able to provide these services:
- a. Repair of streetlights, to include changing bulbs, ballast and transformer, and correction of ground faults.
 - b. Replacement, repair, or installation of electrical motors, switches, transformers, wires, cables, conduits, junction boxes, panels, circuit breakers, fuses, capacitors, and other related equipment.
 - c. Replacement, repair, or installation of the purely electrical components of, or electrical supply to, fire protection equipment, food services equipment, HVAC equipment, materials handling equipment, battery chargers, illuminated signs, and medical equipment.
- C. 2. 6. The Contractor shall be able to respond to an Emergency situation within Four (4) hours.

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

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
D.1	PACKAGING AND MARKING	12
D.2	POSTAGE AND MARKINGS	12

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated March 2007.

D.2 POSTAGE AND MAILING FEES

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Request for Proposals.

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

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
E.1	GENERAL PROVISIONS	14
E.2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES	14

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%20and%20form/Standard%20Contract%20Provisions%200307.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

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
F.1	PERIOD OF PERFORMANCE/TERM OF REQUEST FOR PROPOSALS	16
F.2	OPTION TO EXTEND THE TERM OF THE REQUEST FOR PROPOSALS	16
F.3	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	16

SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF REQUEST FOR PROPOSALS

The Period of Performance (POP) for this Request for Quotes shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 OPTION TO EXTEND THE TERM OF THE REQUEST FOR PROPOSALS

F.2.1 The District may extend the term of this Contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The Exercise of an Option Period is at the sole and absolute discretion of DBH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Contract.

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

F.2.3 The price for the option period shall be as specified in the Contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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/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

TABLE OF CONTENTS

<u>SECTION</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
G-1	CONTRACT ADMINISTRATION	18
G-2	TYPE OF CONTRACT	18
G-3	MODIFICATION	18-19
G-4	AVAILABILITY OF FUNDS	20
G-5	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	20
G-6	SUBMISSION OF INVOICES	20-21
G-7	CERTIFICATION OF INVOICES	21
G-8	PAYMENT	22
G-9	RESPONSIBILITY FOR AGENCY PROPERTY	22

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

G.2 TYPE OF CONTRACT

- G.2.1 This is a Fixed Priced Contract. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, individuals under Labor Hour contracts working for Department of Behavioral Health are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.
- G.2.2 This Contract shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

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

G.4 SUBMISSION OF INVOICE

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

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

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

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

G.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

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

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

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

Name: Merrit P. Drucker
Title: Director of Facilities Engineering Department
Agency: Saint Elizabeths Hospital
Address: 1100 Alabama Avenue, SE
Washington, D.C. 20002
Telephone: (202) 299-5457
E-Mail: merrit.drucker@dc.gov

G.7 CERTIFICATION OF INVOICE

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

G.8 PAYMENT

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

G.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

*** END OF SECTION G ***

SECTION H
SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
H.1	LIQUIDATED DAMAGES	22
H.2	CONTRACTOR LICENSE/CLEARANCES	22
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	22-27
H.4	COST OF OPERATION	27
H.5	PROTECTION OF PROPERTY	27
H.6	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	27
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	27
H.8	WAY TO WORK AMENDMENT	28
H.9	SUB-CONTRACTING REQUIREMENTS	28
H.10	SUB-CONTRACTING PLAN	28-29
H.11	SUB-CONTRACTING PLAN COMPLIANCE REPORTING	30-31
H.12	SUB-CONTRACTOR STANDARDS	31
H.13	ENFORCEMENT AND PENALTIES FOR BREACH OF SUB-CONTRACTING PLAN	31

PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer 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 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.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) "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.
 - H. 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.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.

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 DBH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.

The Business Associate agrees to ensure that any agent, including a 24subcontractor, 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 Agreement 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.2, 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.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.

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 DBH as permitted by 42 CFR 164.504©(2)(i)(B).

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.
- (b) 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

- (a) 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.2 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.

Effect of Termination.

- (1) Except as provided in Section H.2.6©(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 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.

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 DBH 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 shall 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 sub-contracts 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 shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.6 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.10.7 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.8 Assurances that the prime contractor shall 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 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.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 sub-contractors 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 -or 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 sub-contracting plan and the CO determines the Contractor's failure to be a material breach of the, 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 shall fully 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 shall fully 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

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	32
I.2	CONTRACTS THAT CROSS FISCAL YEARS	32
I.3	CONFIDENTIALITY	32
I.4	TIME	32
I.5	OTHER CONTRACTORS	32
I.6	FIRST SOURCE EMPLOYMENT AGREEMENT	32
I.7	SUB-CONTRACTS	32-33
I.8	CONTRACTS IN EXCESS OF \$1 MILLION	34
I.9	CONTINUITY OF SERVICES	34
I.10	INSURANCE	34-35
I.11	EQUAL EMPLOYMENT OPPORTUNITY	35
I.12	CONTRACT MERGER CLAUSE	35
I.13	NOTICE	35
I.14	ORDER OF PRECEDENCE	35

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

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.7 SUBCONTRACTS

I.7.1 Provider may subcontract with independent practitioners who are qualified mental health professionals for the provision of Core Services under the Agreement. A Core Services Agency may also enter into Affiliation Agreements with mental health providers certified by the Department to provide one or more Core Services

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

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

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

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 at 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 Request for Proposals 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 Request for Proposals by reference and made a part of the Contract:

I.14.2 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement).

I.14.3 Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012.

I.14.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.

I.14.5 Sections A through M of this Solicitation/Contract No. RM-014-RFQ-170-BY4-DJW

I.14.6 Best and Final Offer: Pending

I.14.7 Request for Proposals Submission Dated: February 10, 2014

***** 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>
- J.8** RESERVED

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