

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   1	
2. Amendment/Modification Number DCHC-2008-B-0010-003		3. Effective Date 7/9/2008	4. Requisition/Purchase Request No.	5. Solicitation Caption Drug Testing Services	
6. Issued By: Office of Contracting and Procurement Group VI 441 4th Street, NW, Suite 700 Washington, DC 20001			7. Administered By (If other than line 6) Code _____		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)          Code _____ Facility _____			(X)	9A. Amendment of Solicitation No. DCHC-2008-B-0010	
				9B. Dated (See Item 11) 5/27/2008	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. <b>FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
(X)	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of:				
	D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
A. Bid opening is extended to 7-25-08 at 10 a.m.					
B. The Amendment number is corrected on Amendment 1 dated 6-23-08. Change Block 2 on Amendment #1 to DCHC-2008-B-0010-001"					
C. The amendment number is corrected to Amendment 2 dated 7-8-08. Change Block 2 on Amendment #3 to "DCHC-2008-B-0010-002"					
D. Replace Attachment J6 with the new Attachment J6 (with additions highlighted in red) attached hereto.					
E. Replace current solicitation with revised Drug Testing Services Solicitation (with changes highlighted in red) attached hereto.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer GENA JOHNSON		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 7/9/2008
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

## **SECTION B SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Health (DOH), Addiction Prevention Rehabilitation Administration (APRA) (District), is seeking the services of a certified small business enterprise (SBE) to provide drug testing services for approximately 31 APRA “safety net” programs providing substance use disorder (SUD) treatment services. The Contractor shall provide urine specimen collection, laboratory testing and drug screening, and results reporting services as described in Section C.3.

**B.2** **DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Contract is set-aside for certified small business enterprise (CBE) bidders only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act”) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.

**B.2.1** A CBE must be certified as small in the procurement category of Professional Services in order to be eligible to submit a bid in response to this solicitation.

**B.3** The District contemplates award of an indefinite delivery indefinite quantity (IDIQ) contract with fixed unit prices.

**B.4** **IDIQ CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a. Delivery or performance shall be made only as authorized by orders issued in accordance with the Section G.10 Ordering Clause. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 25,000 (CLIN 0001). The District will order at least the minimum of 2,500 (CLIN 0001).
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent

as if the order were completed during the contract's effective period;  
provided, that the contractor shall not be required to make any deliveries  
under this contract after the termination or expiration of the contract.

**B.5 PRICE SCHEDULE - IDIQ**

**B.5.1 Base Year**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0001	Provide drug testing services for approximately 31 APRA "safety net" programs as described in Section C.3	\$ _____/each	24,000	\$ _____	50,000	\$ _____

**B.5.2 Option Year One**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0101	Provide drug testing services for approximately 31 APRA "safety net" programs as described in Section C.3	\$ _____/each	24,000	\$ _____	50,000	\$ _____

**B.5.3 Option Year Two**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0201	Provide drug testing services for approximately 31 APRA "safety net" programs as described in Section C.3	\$ _____/each	24,000	\$ _____	50,000	\$ _____

**B.5.4 Option Year Three**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0301	Provide drug testing services for approximately 31 APRA "safety net" programs as described in Section C.3	\$ _____/each	24,000	\$ _____	50,000	\$ _____

**B.5.5 Option Year Four**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0401	Provide drug testing services for approximately 31 APRA "safety net" programs as described in Section C.3	\$ _____/each	24,000	\$ _____	50,000	\$ _____

**B.5.6 Grand Total**

Period of Performance	Minimum Total Price	Maximum Total Price
Base Year (B.5.1)	\$ _____	\$ _____
Option Year One (B.5.2)	\$ _____	\$ _____
Option Year Two (B.5.3)	\$ _____	\$ _____
Option Year Three (B.5.4)	\$ _____	\$ _____
Option Year Four (B.5.5)	\$ _____	\$ _____
<b>Grand Total</b>	\$ _____	\$ _____

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Health (DOH), Addiction Prevention Rehabilitation Administration (APRA) (District), is seeking the services of a certified small business enterprise (SBE) to provide drug testing services including urine specimen collection, laboratory testing and drug screening, and results reporting services for approximately 31 APRA “safety net” programs providing substance use disorder (SUD) treatment services.

#### C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are incorporated by this reference.

#	Document Type	Title	Date/Version	To Be Found
1	Laws	D.C. Code Sec. 2-33050, D.C. Health Occupation Revision Act of 1985	1985	<a href="http://government.westlaw.com/linkedslice/default.asp?SP=DC C-1000">http://government.westlaw.com/linkedslice/default.asp?SP=DC C-1000</a>
2	Federal Regulations Technical Assistance Publication (TAF) 13	DHHS Publication No. (SMA) 97-3138 Confidentiality of Patient Records for Alcohol and other Drug Treatment	1997	<a href="http://www.hhs.gov/">http://www.hhs.gov/</a>
3	CFR	42, CFR Part 2 Public Health, Code of Regulations	October 1992	<a href="http://www.gpoaccess.gov/cfr/index.html">http://www.gpoaccess.gov/cfr/index.html</a>
4	CFR	42 CFR 493, A through P, Clinical Laboratories Improvement Act (CLIA) of 1998	1998	<a href="http://www.gpoaccess.gov/cfr/index.html">http://www.gpoaccess.gov/cfr/index.html</a>
5	CFR	45 CFR Parts 160, 162, and 164, Health Insurance Portability and Accountability Act of 1996	1996	<a href="http://www.hhs.gov/ocr/hipaa/">http://www.hhs.gov/ocr/hipaa/</a>

## **C.1.2 DEFINITIONS**

The following definitions are applicable to this procurement:

- C.1.2.1 Single Sample Confirmed:** A specimen collection that is “Positive”.
- C.1.2.2 Single Sample Unconfirmed:** A specimen collection that is “Negative”.
- C.1.2.3 Laboratory Director/Laboratory Certifying Official:** The Contractor’s designee who oversees the daily operation of the Laboratory to ensure that quality assurance and quality control are properly carried out by other Laboratory personnel
- C.1.2.4 CLIA:** Clinical Laboratories Improvement Act (CLIA) of 1998
- C.1.2.5 Safety Net:** refers to the public-private partnership between the city and private healthcare providers in Washington, DC which is responsible for ensuring that eligible uninsured residents of the District of Columbia are provided open access to condition appropriate, quality health care with an emphasis on disease prevention and community-based primary care through an integrated, cost-efficient, and culturally appropriate system.
- C.1.2.6 Immunoassay Technique (EMIT):** Enzyme multiplied immunoassay technique is a common method for screening urine and blood for drugs, whether legal or illicit.
- C.1.2.7 APRA Medical Officer:** The individual designated by APRA as having oversight of medical processes and procedures related to patient treatment for addiction

## **C.2 BACKGROUND**

- C.2.1** The District of Columbia, Department of Health (DOH) has determined that the Addiction Prevention and Recovery Administration (APRA) has a continuing need provide urine specimen collection, laboratory testing and drug screening, and results reporting services for approximately 31 APRA “safety net” programs providing substance use disorder (SUD) treatment services. Services are required in order to meet the standards of practice for substance use disorder (SUD) services. SUD client must receive monitoring and evaluation of their health and substance use status as part of a holistic assessment.

### C.3 REQUIREMENTS

The Contractor shall provide the required drug testing services in accordance with The Applicable Documents identified in C.1.1 including all applicable Federal proficiency testing, licensing standards and all applicable District regulations and the standards of forensic drug testing described in the Clinical Laboratories Improvement Act (CLIA) of 1998. (Applicable Document # 4) The Contractor shall at a minimum provide the following in support of the successful delivery of the required services:

**C.3.1 Staffing Requirements:** The Contractor shall employ and maintain sufficient competent and qualified staff to provide the required services.

**C.3.1.1** The Contractor shall ensure that staff required to be licensed in accordance with D.C. Code Sec. 2-33050, D.C. Health Occupation Revision Act of 1985 (Applicable Document #1) maintain an active current license. The Contractor shall provide the Contracting Officer's Technical Representative (COTR) evidence of proper licensing upon request.

**C.3.1.2** The Contractor shall maintain documentation to demonstrate that staff to perform the required services maintains the appropriate training, qualifications, education, and competency to perform the duties assigned. The Contractor shall provide the COTR staff qualification information upon request.

**C.3.1.3** The Contractor shall develop and maintain complete written job descriptions for all positions to perform services in this contract. The Contractor shall provide the job descriptions for the review and approval of the COTR upon request.

**C.3.2 Supplies:** The Contractor shall provide all equipment, tools, supplies, offices, instrumentalities, transportation, technology, and support services required to perform the required services. The Contractor shall ensure at a minimum the distribution and availability of the following necessary supplies at each of the APRA program sites identified in C.3.3 and APRA Contract Providers sites identified in Attachment J.6 upon execution of the contract:

- a. Individual customized requisition forms;
- b. Pre-printed bottle labels,
- c. Collection kits with temperature indicator bottles and spill-proof bottle labels,
- d. Collection kits with temperature indicator bottles and spill-proof seals,
- e. Individual bags for each sample bottle;
- f. Specimen Pick-up Log sheets
- g. Specimen packaging and shipping supplies.

**C.3.3 Urine Specimen Collection:** The Contractor shall provide for the collection of urine specimens to include at a minimum the following:

**C.3.3.1** The Contractor shall develop and maintain strict chain of custody protocols in accordance with Clinical Laboratories Improvement Act (CLIA) of 1998 (Applicable Document #4) and recognized industry standards. The Contractor shall provide the chain of custody protocols for the review and approval of the COTR.

**C.3.3.2** The Contractor shall provide for the transportation of urine specimens in accordance with the proper refrigeration guidelines described in 42 CFR 493, A through P of the Clinical Laboratories Improvement Act (CLIA) of 1998. (Applicable Document #4)

**C.3.3.3** The Contractor shall provide pick-up of urine specimens at the following APRA program site locations at the time schedules provided below:

- a. Model Treatment Program/Outpatient Treatment Program (Methadone)  
1300 First Street, NE, Washington, DC 20002  
Hours 8:00am – 9:00 am
- b. Detoxification Services  
DC General Hospital Grounds, Building 12, Washington, DC 20019  
9:00am – 11:00am
- c. Women’s Services Center program (Methadone)  
DC General Hospital Grounds, Building 13, Washington, DC 20019  
9:00am – 11:00am
- d. The Assessment and Referral Center  
1300 First Street, NE, Washington, DC 20002  
9:00am – 11:00am
- e. OPYS  
Central Intake Division for Youth  
3720 Martin Luther King Avenue, S.E., Washington, DC 20032  
9am-12pm

**C.3.3.4** The Contractor shall provide pick-up of urine specimens at the APRA Contract Provider sites identified in Attachment J.6 not before 8:30am and before and not after 4:30pm Monday-Friday excluding holidays.

**C.3.4 Laboratory and Drug Screening Services:** The Contractor shall ensure that the urinalysis testing services are conducted in a fully qualified laboratory that has received accreditation by the Department of Health and Human Services (DHHS)

CLIA certified facility. The Contractor shall provide the COTR a copy of the laboratory's certification/accreditation before contract award and annually thereafter at the contract's anniversary date.

**C.3.4.1** The Contractor shall perform drug screening for the following drugs/substances utilizing the Immunoassay Technique (EMIT), an enzyme multiplied immunoassay technique and a common method for screening urine and blood for drugs, whether legal or illicit:

- a. Amphetamines;
- b. Benzodiazepines;
- c. buprenorphine;
- d. cocaine;
- e. marijuana;
- f. methadone;
- g. opiates; and
- h. phencyclidine.

**C.3.4.2** The Contractor shall conduct confirmation of screenings utilizing quantitative analysis upon the verbal or written request of the APRA Medical Officer or his/her designee.

**C.3.5** **Test Results Reporting:** The Contractor shall provide test results to individual programs in accordance with the Health Insurance Portability and Accountability Act of 1996 (Applicable Document #5) and the DHHS Publication No. (SMA) 97-3138 Confidentiality of Patient Records for Alcohol and other Drug Treatment. (Applicable Document #2) The Contractor shall at a minimum provide the following:

- a. Provide individual program Site Managers an electronic transmission of individual drug screening results in PDF format within twenty-four (24) hours from the date of screening as this technology and the ability to perform such becomes available.
- b. Provide programs a hard copy of individual test results on a weekly basis; submit monthly and annual report summaries. Also, summary reports shall be provided upon request.
- c. Provide the COTR or designee hard copies of written test results within three (3) business days from the date of screening; and
- d. Provide individual program Site Managers immediate notification by telephone with a follow-up e-mail within 24 hours for drug screenings from an APRA methadone program (C.3.3.3 a and C.3.3.3 c) with negative test results for methadone;

**C.3.6** **Storage and Maintenance of Specimens and Test Results:** The Contractor shall ensure that urine specimens and drug screening results are stored and maintained in accordance with the policies and procedures established by the

Clinical Laboratories Improvement Act of 1998 (Applicable Document #4). The Contractor shall maintain all urine specimens under refrigeration for period of fourteen (14) days after which time all specimens shall be discarded or destroyed in accordance with Clinical Laboratories Improvement Act of 1998 (Applicable Document #4).

### **C.3.7 Ancillary (Non-Drug Testing) Services**

The contractor shall provide at a minimum the following ancillary services in support of the required services

**C.3.7.1 Data Collection Information:** The Contractor shall provide all urine analysis data collected from screenings for historical reference and reporting upon the COTR's request.

**C.3.7.2 Technical Support and Training:** The Contractor shall provide technical support to include at a minimum two (2) on-site training sessions to orient staff on policies and practices, administrative and urine collection procedures, chain of custody procedures, testing of new drugs, and interpretation of results. The contractor shall provide or address the following in the fulfillment of the technical support and training services:

- a. The training sessions shall be conducted at location to be approved by the COTR;
- b. The first training session shall
  1. Be held within ten (15) days after contract award
  2. Have a duration of one (1) day totaling eight (8) hours
- c. Provide training materials for staff including training presentation, policies and procedures, urine specimen collection procedures and chain of custody procedures; and
- d. Train the Trainer materials and information for APRA identified staff to provide on-going staff training.

**C.3.7.3 Quality Control Policies and Procedures:** The Contractor shall develop and provide Quality Control Policies and Procedures to ensure the accurate, timely, and proper fulfillment of the required services. The Contractor's Quality Control Policies and Procedures shall include or address at a minimum the following:

- a. Compliance with the Clinical Laboratories Improvement Act of 1998 and other applicable documents, regulations, and statutes;
- b. Annual review of staff licensing, qualifications, and job descriptions
- c. Inspection and maintenance of supplies and equipment in accordance with manufacturer recommended guidelines;
- d. Urine specimen collection including strict adherence to chain of custody protocols and procedures;
- e. Annual review of laboratory and facility licensing and accreditations;

- f. Annual satisfaction survey to be completed by program Site Managers;
- g. Confirmation of the accuracy and correctness of laboratory services and drug screenings; and
- h. Review accuracy tests reports and other required reports.

#### **C.3.7.4 Reports**

**C.3.7.4.1 Annual Test Results Report:** The Contractor shall provide an annual report to describe and analyze aggregate drug screening test results for the purpose of identifying and determining substance abuse trends. The Contractor's Annual Test Results Report shall at a minimum provide the percentage of positive drug screenings, negative for methadone, by program and by gender and reflect the cumulative totals of each Quarterly Test Results reports (C.3.7.3.2)

**C.3.7.4.2 Quarterly Test Result Report:** The Contractor shall provide a quarterly annual report to describe and analyze aggregate drug screening test results for the purpose of identifying and determining substance abuse trends. The Contractor's Annual Test Results Report shall at a minimum provide the percentage of positive drug screenings, negative for methadone, by program and by gender.

**C.3.7.4.3 Bi-weekly Test Results Report:** The Contractor shall develop and submit a Bi-weekly Tests Results Report to the COTR by 5:00 p.m., on the first Monday following the bi-weekly period. The Contractor's Bi-weekly Test Results Report shall contain at a minimum the following:

- a. The total number of urine specimens tested during the reporting period;
- b. The total number of specimens tested per program during the reporting period;
- c. The total number of positive/negative readings of total daily submissions; and
- d. The contaminant found in determination of a positive test result, for every positive result reported.

**C.3.7.4.4 Test Result Reports:** The Contractor shall provide the test results reports discussed in C.3.5.

**SECTION D**  
**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. (Applicable Document #1)

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## **SECTION E INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Applicable Document #1)

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**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 will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. 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 Contracting Officer 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 years.

### F.3 DELIVERABLES

The Contractor shall perform the required tasks and responsibilities and deliver to the Program Site Manager or COTR as designated the following deliverables in accordance with the schedule below:

Number	Deliverable	Qty./ Format/ Method of Delivery	Recipient/ Due Date
1	Supplies including Individual customized requisition forms;  Pre-printed bottle labels,  Collection kits with temperature indicator bottles and spill-proof bottle labels,	Various Hard Copies  Hand Deliver	Program Site Manager  Within five days of Contract Award and on an as needed basis

Number	Deliverable	Qty./ Format/ Method of Delivery	Recipient/ Due Date
	Collection kits with temperature indicator bottles and spill-proof seals,  Individual bags for each sample bottle;  Specimen Pick-up Log sheets  Specimen packaging and shipping supplies  as described in C.3.2		during the contract period of performance
2	Chain of Custody Protocols as described in C.3.3.1	1 hard Copy  1 Electronic	COTR  Within five (5) days of Contract Award
3	Laboratory's certification/Accreditation as described in C.3.4	1 Hard Copy	COTR  Contract award and Annually at contract anniversary date
<b>Test Results Reports as described in C.3.5</b>			
4	Individual Drug Screening results (C.3.5 a)	1 Electronic (per screening)	Program Site Manager  Within 24 hours of drug screening
5	Individual Drug Screening results (C.3.5 b)	1 Hard Copy	Program site Manager  Weekly
6	Individual Drug Screening results (C.3.5 c)	1 Hard Copy	COTR
7	Individual Drug Screening results Methadone (C.3.5 d)	Telephone  1 Electronic	Program Site Manager  Within 24 hours of drug screening

<b>Number</b>	<b>Deliverable</b>	<b>Qty./ Format/ Method of Delivery</b>	<b>Recipient/ Due Date</b>
8	Data Collection information as described in C.3.7.1	1 Hard Copy 1 Electronic	COTR As Requested
9	Technical Support and Training locations as described in C.3.7.2 a	1 Hard Copy	COTR Within 3 days of Contract Award
10	Technical Support and Training Materials as described in C.3.7.2 c	Various Hard Copies 1 Electronic	COTR Within five days of scheduled training session
11	Technical Support and Training Train the Trainer Materials as described in C.3.7.2 d	Various Hard Copies Electronic	COTR Within five days of scheduled training session
12	Quality Control Procedures as described in C.3.7.3	1 Hard Copy 1 Electronic	COTR Within 5 days of Contract Award
13	Annual Test Results Report as described in C.3.7.4.1	1 Hard Copy 1 Electronic	COTR 10 days prior to the end of the contract's period of performance
14	Quarterly Test Results report as described in C.3.7.4.2	1 Hard Copy 1 Electronic	COTR Quarterly
15	Bi-weekly Test Results report as described in C.3.7.4.3	1 Hard Copy 1 Electronic	COTR Bi-weekly

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in Section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer  
Department of Health  
825 North Capitol Street  
Washington, DC 20002

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

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

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

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

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

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

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

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice;  
and,

**G.2.2.8** Authorized signature.

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

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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

### **G.4 PAYMENT**

The District will pay the Contractor monthly the amount due under the contract upon:

- a. Completion and acceptance of work; and
- b. Presentation of a properly executed invoice per G.2.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, 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 financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

### **G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a

party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Jim Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> St., N.W., Ste. 700S  
Washington, DC 20001  
(202) 727-0252

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Name:** Helen Jones  
**Title:** Project Officer  
**Agency:** Department of Health/APRA  
**Address:** 1300 First Street NE  
Washington, DC 20002  
**Telephone:** 202 727-8468

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2103 dated May 8, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 *et seq.*) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 *et seq.* (“First Source Act”).

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

**H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.3.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia

Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.4.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

#### **H.5 PROTECTION OF PROPERTY:**

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

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

#### **H.8 HIPAA PRIVACY COMPLIANCE**

##### (1) Definitions

(a) *Business Associate*. "Business Associate" shall mean [Insert Name of Contractor].

(b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity 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 Covered Entity 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 Covered Entity.

(d) *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).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "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 Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

## (2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity 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) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### (3) Permitted Uses and Disclosures by Business Associate

#### (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health 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 Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### (4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### (5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(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 Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if 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 are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause 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 Clause from time to time as is necessary for Covered Entity 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 Business Associate under Section (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 April 2003, shall survive termination of the contract.

(d) *Interpretation*. Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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

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

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.8 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I CONTRACT CLAUSES**

### **I.1 CONTINUITY OF SERVICES**

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 or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.1.1** Furnish phase-out, phase-in (transition) training; and
- I.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.1.3** The Contractor shall, upon the Contracting Officer's written notice:
  - I.1.3.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
  - I.1.3.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.1.4** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.1.5** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.1.6** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 are incorporated as part of the contract resulting from this solicitation. See Attachment J.1.

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.4 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will 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.5 TIME**

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

### **I.6 RIGHTS IN DATA**

- I.6.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis

programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.6.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability,

including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.6.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.7 OTHER CONTRACTORS**

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

## **I.8 SUBCONTRACTS**

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 will have the right to review and approve prior to its execution by 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 subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.9 INSURANCE**

**I.9.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. 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. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in

compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.9.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.9.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.9.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.8.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

#### **I.10 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

#### **I.11 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation and resulting contract shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Contract Attachments in the order they appear in Section J.

#### **I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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 Contracting Officer.

**SECTION J  
ATTACHMENTS**

- J.1 Standard Contract Provisions
- J.2 Wage Determination No. 2005-2103 dated May 8, 2008
- J.3 Equal Employment Opportunity (EEO) Policy Statement and Certifications
- J.4 First Source Employment Agreement
- J.5 Tax Certification Affidavit
- J.6 APRA Contract Providers
- J.7 Cost/Price Disclosure Certification
- J.8 “The Living Wage Act of 2006” Announcement
- J.9 Living Wage Act Fact Sheet

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

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of:

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership,

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

\_\_\_\_\_ an individual,

\_\_\_\_\_ a joint venture, or

\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_

(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance

reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

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

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.5.

## **SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends, but is not obligated, to award a single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and five (5) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCHC-2008-B-0010."**

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.5** Contractor shall submit bids for all CLINS.

### **L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

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

investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than *10 A.M.* local time on *June 27, 2008*.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.6.2 Postmarks**

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

**L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.6.4 Late Modifications**

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

**L.6.5 Late Bids**

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

**L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to 441 4<sup>th</sup> St., N.W., Ste. 703, Washington, DC 20001.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **10** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 700 South, 202-724-4197, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.11 BID PROTESTS**

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

## **L.12 SIGNING OF BIDS**

**L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

## **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of bidder;
- L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.16 STANDARDS OF RESPONSIBILITY**

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

- L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL CATEGORIES OF LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE**

**M.1.1** Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.1.2 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

### **M.1.3 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.1.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.3.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.3.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.3.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.1.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to

an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.5** **Preferences for Certified Joint Ventures**

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

**M.1.6** **Vendor Submission for Preferences**

**M.1.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.1.6.2** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.1.6.3** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.1.6.4** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.1.6.5** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2** **EVALUATION OF OPTION YEARS**

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

## APRA CONTRACT PROVIDERS

- Andromeda – Contract # APHC-2006-H-0017  
(Outpatient Treatment), 3601 14<sup>th</sup> Street NW, DC 20010
- CAG Men’s Program – Contract # APHC-2007-H-0014  
(Residential Treatment), 16 17<sup>th</sup> Street, NE, DC 20002
- CAG Women’s Program – Contract # APHC-2007-H-0015  
(Non-Family Treatment Court Residential Treatment)  
3321 13<sup>th</sup> Street, SE, DC 20032
- CAG Adult Treatment Services – Contract # APHC-2008-H-0034  
(Outpatient Treatment), 1238 Pennsylvania Avenue, SE, DC 20003**
- Clean and Sober Streets, Inc. – Contract # APHC-2007-H-0023  
(Residential Treatment), 425 Second Street, NW (2 North), DC 20001
- Concerned Citizens –Contract # APHC-2006-H-0010  
(Pregnant and Post Partum Outpatient Treatment) 601 Raleigh Place, SE, DC 20032
- Concerned Citizen – Contract # APHC -2006-H-0016  
(Outpatient Substance Abuse Treatment Services for Adults)  
3115 Martin Luther King, SE, DC 20032
- Family Medical Counseling Services, Inc. Contract # APHC-2007-H-0019  
(Outpatient Treatment), 2041 Martin Luther King Jr. Avenue, SE Suite M-2 DC  
20020
- Federal City – Contract # APHC-2007-H-0027  
(Residential Treatment), 920 Bellevue Street, SE, DC 20020
- Foundation for Contemporary (PIDARC) – Contract # APHC-2006-H-0003  
(Outpatient Treatment), 2112 F Street, NW, DC 20037
- Good Hope Institute – Contract # APHC-2007-H-0002a  
(Outpatient Treatment), 1320 Good Hope Road, SE, DC 20020
- Gospel Rescue Ministries of Washington, DC – Contract # APHC-2008-H-0032  
(Residential Treatment for Women), 512 I Street, NW, DC 20001**
- Gospel Rescue Ministries of Washington, DC – Contract # APHC-2008-H-0033  
(Residential Treatment for Men), 810 5<sup>th</sup> Street, NW 20001**

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Greater Mount Calvary/Cataada House – Contract # APHC-2008-H-0020  
(Outpatient Treatment), 802 Rhode Island Avenue, NE 20018

La Clinica Del Pueblo – Contract # APHC-2006-H-0018  
(Outpatient Treatment), 2831 15<sup>th</sup> Street, NW, DC 20009

Neighbors Consejo – Contract # APHC-2006-H-0008  
(Outpatient Treatment), 3118 16<sup>th</sup> Street, NW, DC 20010

Psychiatric Institute of Washington – Contract # APHC-2006-H-0012  
(Residential Treatment), 4228 Wisconsin Ave. NW, DC 20016

Psychiatric Institute of Washington – Contract # APHC-2007-H-0030  
(Detoxification for Adults), 4228 Wisconsin Avenue, NW,

RAP, Inc.– Contract # APHC-2006-H-0006  
(Residential Treatment) 1949 4<sup>th</sup> Street, NE, DC 20002

RAP, Inc. – Contract # APHC-2006-H-0007  
(Residential Treatment), 3360 Center Lane, Laurel, MD 20207

Safe Haven-Sibley Plaza – Contract # APHC-2006-H-0009  
(Residential Treatment), 1140 North Capitol Street NW, Suite 924, DC 20002

Salvation Army Harbor Lights– Contract # APHC-2007-H-0011  
(Residential Treatment) 2100 New York Avenue, NE, DC. 20002

Salvation Army Harbor Lights – Contracts # APHC-2007-H-0021  
(Outpatient Treatment), 2100 New York Avenue, NE, DC 20002

Second Genesis – Contract # APHC-2006-H-0022B  
(Residential Treatment), 1320 Harvard Street, NW, DC 20009

Second Genesis – Contract # APHC-2007-H-0029  
(Outpatient Treatment), 1320 Harvard Street, NW, DC 20009

So Others Might Eat – Contract # APHC-2007-H-00026  
(Outpatient Treatment), 60 O Street NW., DC 20001

The Next Step Program – Contract # APHC-2007-H-0028  
(Outpatient Treatment), 2112 F Street, NW Suite 404, DC 20037

United Planning Organization – Contract # APHC-2006-H-0001b,  
(Outpatient Treatment), 33 N Street, NE, DC 20009

Whitman Walker Clinic– Contract # APHC-2006-H-0005  
(Outpatient Treatment), 1701 14<sup>th</sup> Street, NW, DC 20009

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Whitman Walker Clinic– Contract # APHC-2006-H-0004  
(Residential Treatment), 4800 Arkansas Avenue, NW, DC 20011