1. ISSUED BY/ADDRESS OFFER TO:	2. PAGE OF PAGES: **1 of 63**
GOVERNMENT OF DISTRICT OF COLUMBIA **OFFICE OF CONTRACTING AND PROCUREMENT** **DEPARTMENT OF BEHAVIORAL HEALTH (DBH)** **CONTRACTS AND PROCUREMENT SERVICES** **64 NEW YORK AVENUE, NE SUITE 200** **WASHINGTON, DC 20002**	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: **RM-16-IFB-068-BY4-DJW**
	5. DATE ISSUED: **Tuesday May 3, 2016**
	6. CLOSING DATE/TIME: **Tuesday May 24, 2016 @ 2:00 PM EST**
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND OFFEROR"	

10. INFORMATION CALL	NAME: **Samuel J. Feinberg, CPPO, CPPB** **Cluster Health Services** **Chief Contracting Officer**	TELEPHONE NUMBER: **(202) 671-3188**	B. E-MAIL ADDRESS: **Samuel.Feinberg@dc.gov**

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

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) **Samuel J. Feinberg, CPPO, CPPB** **Cluster Health Services Chief Contracting Officer**	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD BE MADE ON THIS FORM		

SECTION B

SUPPLIES OR SERVICES AND PRICE

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B.3	PERIOD OF PERFORMANCE	2
B.4	RESPONSE TO THIS SOLICITATION	2
B.5	SCHEDULE B PRICING	3-7

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH) is issuing this Invitation for Bid (IFB) to solicit cost from qualified Vendors to provide High Voltage Electrical Services according to the Statement of Work in Section C. Submit your Bid on the attached Schedule B Pricing Sheets for the Base Year and all Four Option Years.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract. The Contractor shall be compensated based on the prices for the units of services shown on the Pricing Schedule B.

B.3 PERIOD OF PERFORMANCE

The Period of Performance (POP) for the Contract resulting from the IFB Solicitation shall be Date of Award for One Year with Four (4) One Year Option Periods. The Total Duration of this Contract, including the exercise of any options under this clause, shall not exceed Five (5) years.

B.4 RESPONSE TO THIS SOLICITATION

Response to this Solicitation requires completion and signature of the Section A and Schedule B Pricing Sheet (s) and satisfaction of DC Tax and EEO requirements submitted to the following DBH Cluster Health Services Chief Contracting Officer (CHSCCO):

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services Chief Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Avenue, NE Suite 200
Washington, DC 20002
Email: Samuel.feinberg@dc.gov
Telephone: 202-671-3188

B.5 SCHEDULE B PRICING SHEET(S)

The Contractor shall provide High Voltage services for the Department of Behavioral Health in accordance with the Scope of Work in Section C and at the prices herein.

B.5 SCHEDULE B – PRICING SCHEDULE

BASE YEAR

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	**Supplies/Services**	**Unit Hour**	**Quantity**	**Unit Price**	**Extended Price**
1001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
1002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
1003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM	Hour(s)	120	$_____	$_____
1004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	**$**_____	**$**_____
1005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	$_____	$_____
1006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____
1007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____

The Bidder MUST provide a Detailed Price Breakdown with a Detailed Budget Narrative that explains and reflects Total Price that is provided on the Schedule B Pricing Sheet.

Print Name of Bidder

_____

Print Name and Title of Person Authorized to Sign for Bidder

_____

Signature

_____

Date

B.6 SCHEDULE B PRICING SHEET

OPTION YEAR ONE

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	**Supplies/Services**	**Unit Hour**	**Quantity**	**Unit Price**	**Extended Price**
2001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
2002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
2003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM	Hour(s)	120	$_____	$_____
2004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	**$**_____	**$**_____
2005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	$_____	$_____
2006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____
2007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____

The Bidder MUST provide a Detailed Price Breakdown with a Detailed Budget Narrative that explains and reflects Total Price that is provided on the Schedule B Pricing Sheet.

_____
Print Name of Bidder

_____
Print Name and Title of Person Authorized to Sign for Bidder

_____
Signature

_____
Date

B.7 SCHEDULE B PRICING SHEET

OPTION YEAR TWO

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	**Supplies/Services**	**Unit Hour**	**Quantity**	**Unit Price**	**Extended Price**
3001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
3002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
3003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM	Hour(s)	120	$_____	$_____
3004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	**$_____**	**$_____**
3005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	$_____	$_____
3006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____
3007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____

The Bidder MUST provide a Detailed Price Breakdown with a Detailed Budget Narrative that explains and reflects Total Price that is provided on the Schedule B Pricing Sheet.

_____

Print Name of Bidder

_____

Print Name and Title of Person Authorized to Sign for Bidder

_____

Signature

_____

Date

B.8 SCHEDULE B PRICING SHEET

OPTION YEAR THREE

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	**Supplies/Services**	**Unit Hour**	**Quantity**	**Unit Price**	**Extended Price**
4001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
4002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
4003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM	Hour(s)	120	$_____	$_____
4004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	**$**_____	**$**_____
4005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	$_____	$_____
4006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____
4007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____

The Bidder MUST provide a Detailed Price Breakdown with a Detailed Budget Narrative that explains and reflects Total Price that is provided on the Schedule B Pricing Sheet.

_____

Print Name of Bidder

_____

Print Name and Title of Person Authorized to Sign for Bidder

_____

Signature

_____

Date

B.9 SCHEDULE B PRICING SHEET

OPTION YEAR FOUR

(A)	(B)	(C)	(D)	(E)	(F)
Contract Line Item No	**Supplies/Services**	**Unit Hour**	**Quantity**	**Unit Price**	**Extended Price**
5001	Field Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
5002	Electrical Technicians Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	400	$_____	$_____
5003	Electrical Technicians Labor Rates Monday-Friday Overtime (8 Hour period between 6:00 AM – 6:00 PM	Hour(s)	120	$_____	$_____
5004	Electrical Engineer Labor Rates Monday-Friday. Regular Time (8 hour period between 6:00 AM – 6:00 PM)	Hour(s)	80	**$**_____	**$**_____
5005	Heavy Equipment Boom Truck/Bucket Truck/Digger/Truck	Hour(s)	1 Per Day	$_____	$_____
5006	Rapid Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____
5007	Emergency Mobilization Fee	Hour(s)	1 Per Fee	$_____	$_____

The Bidder MUST provide a Detailed Price Breakdown with a Detailed Budget Narrative that explains and reflects Total Price that is provided on the Schedule B Pricing Sheet.

_____

Print Name of Bidder

_____

Print Name and Title of Person Authorized to Sign for Bidder

_____

Signature

_____

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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C.2	SCOPE OF SERVICES	9
C.3	GENERAL REQUIREMENTS/ SPECIFICATIONS	9

SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

C.1.1 The Department of Behavioral Health (DBH) provides comprehensive mental health services to adults, children, youths and their families. Inpatient services are provided at Saint Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was created in 1855 and serves as the District of Columbia's Government-run Psychiatric Hospital.

C.2 SCOPE OF SERVICES

C.2.1 The Contractor shall provide a full range of high and low voltage support services to SEH, along with designing and implementing a comprehensive electrical preventative maintenance program for Saint Elizabeths Hospital (SEH).

C.2.2 Within Thirty (30) days of Contract Award, the Contractor shall perform a Preventative maintenance service for the four internal SEH substations and the primary external substation. The Contractor shall be responsible for providing a schedule that minimizes electrical downtime, and shall identify those locations where SEH shall need to operate on back up or emergency power.

C.2.3. Within Forty (45) days of Contract Award the Contractor shall install two control power transformers in the primary SEH electrical substation. This shall be accomplished in conjunction with the preventative maintenance of the primary substation.

C.2.3. The Contractor shall be able to install additional electrical outlets, both connected to the emergency power back up system and not connected to the system.

C.2.4. The Contractor shall conduct a monthly test of the transfer switches that are part of the Emergency Power Back Up System.

C. 2. 5. The Contractor shall be able to provide these services:

a. Repair of streetlights, to include changing bulbs, ballast and transformer and correction of ground faults.

b. Replacement, repair, or installation of electrical motors, switches, transformers, wires, cables, conduits, junction boxes, panels, circuit breakers, fuses, capacitors and other related equipment.

c. Replacement, repair, or installation of the purely electrical components of, or electrical supply to, fire protection equipment, food services equipment, HVAC equipment, materials handling equipment, battery chargers, illuminated signs and medical equipment.

C. 2. 6. The Contractor shall be able to respond to an Emergency situation within Four (4) hours.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

D.2 POSTAGE AND MAILING FEES

The Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Invitation for Bid.

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

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 – THE SCHEDULE

SECTION E INSPECTION AND ACCEPTANCE

E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4**. Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**

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

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

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

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

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

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

E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Cluster Health Services Chief Contracting Officer (CHSCCO) and at no additional cost to the DBH.

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

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

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

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

E.3 TEMINATION FOR CONVENIENCE

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the CHSCCO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the CHSCCO, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice.

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

E.3.2.4 Assign to DBH, as directed by the CHSCCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement arising out of those terminations.

E.3.2.5 With approval or ratification to the extent required by the CHSCCO shall settle all outstanding liabilities and termination settlement Bids arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.

E.3.2.6 Transfer title, if not already transferred and, as directed by the CHSCCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated

E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

E.4.1.1 Perform the services within the time specified in the Contract or any extension; or

E.4.1.2 Make progress as to endanger performance of the Contract; or

E.4.1.3 Perform any of the other material provisions of the Contract.

E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within Ten (10) Days, or such longer period as authorized in writing by the CHSCCO after receipt of the notice to cure from the CHSCCO, specifying the failure.

E.4.3. If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the CHSCCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

E.4.5 If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.

E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the CHSCCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the CHSCCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.

E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.

E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.

E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Period of Performance (POP) for the Contract resulting from the referenced IFB Solicitation shall be Date of Award for One Year with Four (4) One Year Option Periods. The Total Duration of this Contract, including the exercise of any options under this clause, shall Not Exceed Five (5) Years.

F.2 OPTION TO EXTEND THE TERM OF 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 shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The Exercise of an Option Period is at the sole and absolute discretion of DBH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Cluster Health Services Chief Contracting Officer (CHSCCO) prior to expiration of the Contract.

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

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

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

F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.3.1 In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the CHSCCO in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the District.

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

PART I: THE SCHEDULE

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PART I: THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION/ CLUSTER HEATH SERVICES CHIEF CONTRACTING OFFICER

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Cluster Health Services Chief Contracting Officer (CHSCCO) and all correspondence or inquiries related to this Contract or any modifications shall be addressed to him. The contact information for the DBH CHSCCO is as follows:

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

G.2 TYPE OF CONTRACT

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

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

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

G.3 MODIFICATIONS

G.3.1 Any Changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the CHSCCO **only.**

G.3.2 In the event that the Contractor effects any change at the instruction or request of any person other than the CHSCCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.3.3 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the CHSCCO.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for the performance under this Contract beyond September 30, 2016. DBH's obligation for the performance of this Contract beyond that date is contingent upon the availability on appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of DBH for any payment may arise for performance under this Contract beyond September 30, 2016, until funds are made available to the CHSCCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer (ACFO).

G.5 THE CLUSTER HEALTH SERVICES CHIEF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.5.1 The COTR is responsible for general administration of the Contract and advising the CHSCCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.5.1.1 Keeping the CHSCCO informed of any technical or contractual difficulties encountered during the performance period and advising the CHSCCO of any potential problem areas under the Contract;

G.5.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.5.1.3 Reviewing invoices for completed work and recommending approval by the CHSCCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.5.1.4 Reviewing and approving invoice submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.5.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.5.2 The address and telephone number of the COTR is:

Name: Alvin Venson
Title: Director of Facilities
Agency: Saint Elizabeths Hospital
Address 1100 Alabama Avenue, SE
Washington, D.C. 20032
Tel: (202) 299-5457
Fax: (202) 561-6935
Email: Alvin.Venson@dc.gov

G.5.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the CHSCCO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the Period of Performance; or
6. Authorize the use of District property, except as specified under the Contract.

G.5.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CHSCCO, along with 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.6 SUBMISSION OF INVOICE

G.6.1 The Contractor shall submit, on a monthly basis, an Original and Three Copies of each Invoice to:

Accounts Payable Office
Department of Behavioral Health
64 New York Ave., NE, 6th Floor
Washington, DC 20002
or by e-mail to dbh.ap@dc.gov .

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized Contract Line Item Number (CLIN) of the Purchase Order as written up to but not exceeding the maximum of each line.

Any invoices deemed improper for payment shall be returned **UNPAID** and shall be corrected and resubmitted as indicated in this clause.

G.6.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.6.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.6.2.2 Contract number and invoice number;

G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.6.2.4 Other supporting documentation or information, as required by the CHSCCO;

G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.6.2.6 Name, title, phone number of person preparing the invoice;

G.6.2.7 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.6.2.8 Authorized signature.

G.7 QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 The District shall 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 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 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 this 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.7.2.2 The Contractor must pay any 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 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.7.2.3 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.7.2.4 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.7.3 Subcontractor Requirements

G.7.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.8 CERTIFICATION OF INVOICE

The COTR shall perform the certification of each of the Contractor's Invoices. The Invoices shall be logged in by the Accounts Payable Office and forwarded to the COTR to review for accuracy and to perform certification for payment. The Certified Invoice shall be forwarded to the Office of the Chief Financial Officer (OCFO) within Five (5) working days after receipt of a satisfactory Invoice.

G.9 PAYMENT

G.9.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.3 of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.

G.9.2 DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 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 to the Contractor.

G.9.3 Payment shall be based upon Fixed Unit Rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.10.1 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.

G.10.2 No final payment shall be made to the Contractor until the agency OCFO has received the Cluster Health Services CHSCCO'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.11 RESPONSIBILITY FOR AGENCY PROPERTY

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

G.12 ASSIGNMENT OF CONTRACT PAYMENTS

G.12.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

G.12.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.12.3 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)

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a Cure Period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Cluster Health Services Chief Contracting Officer (CHSCCO) shall be in an amount of **Two Hundred Dollars ($200.00) Per Day** against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force.

H.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractors shall be bound by the Wage Determination No. 2015-4281, Revision 3, dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. **§**351 *et seq*. and incorporated herein as Attachment J.2. The Contractors shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CHSCCO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment**.**

H.4 PUBLICITY

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

H.5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility shall determine the release of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:

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

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

H.6.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") 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.6.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Cluster Health Services Chief Contracting Officer (CHSCCO) its compliance with the Section H.6.4 of this clause; or

(2) Submit a request to the Cluster Health Services Chief Contracting Officer (CHSCCO) for a waiver of compliance with Section H.6.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to Section H.6.6.

H.6.6 The Cluster Health Services Chief Contracting Officer (CHSCCO) may waive the provisions of Section H.6.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince Shalliam, 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.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.6.5 and H.6.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to Section H.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.6.8 Shall fully breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.6.8

H.6.9 The provisions of Sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

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

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

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

H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

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

H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Contractor shall provide a copy of the Fact Sheet (Attachment J.4) to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice (Attachment J.4) in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 COST OF OPERATION

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

H.11 CONTRACTOR LICENSE/CLEARANCES

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

H.12 MANDATORY SUBCONTRACTING REQUIREMENTS

Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of $250,000 is available at DBH link:
http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.pdf

The Contractor shall be held responsible in complying with the Mandatory Subcontracting Requirements during the duration of the Contract.

H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at DBH link:
http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf

The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

*****END OF SECTION H*****

SECTION I – CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the Contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the end of the current fiscal year (September 30, 2016) is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractors shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 MANDATORY SUBCONTRACTING REQUIREMENTS

(1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least in this instance a 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(3) A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.

(4) Except as provided in (a)(5) and (a)(7), a prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(5) A prime Contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

(7) A prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

(a) Subcontracting Plan

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CHSCCO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;

(2) A current certification number of the small or certified business enterprise;

(3) The scope of work to be performed by each subcontractor; and

(4) The price that the prime Contractor shall pay each subcontractor.

(b) Copies of Subcontracts

Within Twenty-One (21) Days of the Date of Award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the Cluster Health Services Chief Contracting Officer (CHSCCO), Contracting Officer's Technical Representative (COTR), District of Columbia Auditor and the Director of DSLBD.

(c) Subcontracting Plan Compliance Reporting.

(1) If the Contractor has a Subcontracting Plan required by law for this Contract, the Contractor shall submit a quarterly report to the CHSCCO, COTR, District of Columbia Auditor and the Director of DSLBD. The Quarterly Report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime Contractor shall pay each subcontractor under the subcontract;

(B) A description of the goods procured or the services subcontracted for;
(C) The amount paid by the prime Contractor under the subcontract; and
(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor shall not receive credit toward its subcontracting requirements for that subcontract.

(d) Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CHSCCO, COTR, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

(e) Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

(e) Enforcement and Penalties for Breach of Subcontracting Plan

(1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
(2) A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
(3) If the CHSCCO determines the Contractor's failure to be a material breach of the contract, the CHSCCO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

I.6 <u>RIGHTS IN DATA</u>

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 Contractors 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 shall 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 shall 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.5.6.1 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.5.6.2 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.5.6.3 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.6.6** are of no effect unless

(i) the data is marked by the Contractors 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 Contractors 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 Contractors 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.6.6** above, the Contractors 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.6.6** above, under any copyright owned by the Contractors, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the CO is obtained, the Contractors 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 sub-contractor under this Contract, the Contractor shall use this clause, Section 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 sub-contractor 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.6.5**. For all computer software furnished to the District with the restricted rights specified in **Section I.6.6**, 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 the Contractors 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 Contractors 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.6.6, I.6.7, I.6.8, I.6.11** and **I.6.12** 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 Contractors at the time of delivery of such work.

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTS

The Contractors hereunder shall not subcontract any of the Contractor's work or services to any sub-Contractor without the prior written consent of the Cluster Health Services Chief Contracting Officer (CHSCCO) . Any work or service so sub-contracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractors. Any such subcontract shall specify that the Contractors and the sub-contractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractors shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 INSURANCE

A. GENERAL REQUIREMENTS. The Contractors shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a

Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its sub-contractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractors shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; Contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.
2. Automobile Liability Insurance. The Contractors shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractors shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed. Employer's Liability Insurance. The Contractors shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

B. DURATION. The Contractors shall carry all required insurance until all Contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.

F. NOTIFICATION. The Contractors shall immediately provide the CO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractors shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

H. **DISCLOSURE OF INFORMATION.** The Contractors agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or sub-contractors in the performance of this Contract.

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 Bidder who has not satisfied the equal employment requirements.

I.11 ANTI-KICKBACK PROCEDURES

I.11.1 **Definitions:**

I.11.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the

purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

I.11.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.11.1.3 "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.11.1.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.

I.11.1.5 "Prime Contractor employee," as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.11.1.6 "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.11.1.7 "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contractor a subcontract entered into in connection with such prime contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.11.1.8 "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.11.9 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.11.9.1 Providing or attempting to provide or offering to provide any kickback;

I.11.9.2 Soliciting, accepting, or attempting to accept any kickback; or

I.11.9.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.11.10 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.

I.11.10.1 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Cluster Health Services Chief Contracting Officer (CHSCCO).

I.11.10.2 The Cluster Health Services Chief Contracting Officer (CHSCCO) may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CHSCCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the CHSCCO when the monies are withheld.

I.12 GOVERNING LAW

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

I.13 STOP WORK ORDER

I.13.1 CHSCCO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.

I.13.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the CHSCCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I.13.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The CHSCCO shall make an equitable adjustment in the delivery schedule or contract price, or both and the Contract shall be modified, in writing, accordingly.

I.13.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the CHSCCO decides the facts justify the action, the CHSCCO may receive and act upon the claim submitted at any time before final payment under this Contract.

I.13.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the CHSCCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.13.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the CHSCCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.14 SUSPENSION OF WORK

I.14.1 The CHSCCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the CHSCCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the CHSCCO in the administration of this Contract, or by the CHSCCO 's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.

I.14.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.14.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the CHSCCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.15 CONTINUITY OF SERVICES

I.15.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, shall continue to provide these services. To that end, the Contractor agrees to:

I.15.1.1 Furnish phase-out, phase-in (transition) training; and

I.15.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.16 ORDER OF PRECEDENCE

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

I.16.1 Wage Determination No. 2015-4281, Revision 3, dated 04/08/2016

I.16.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007(Attachment J.1)

I.16.3 Contract Sections A through J of this Solicitation RM-16-IFB-071-BY4-DJW Contract attachments other than the SCP.

I.16.4 Invitation for Bid (IFB) dated: May 3, 2016

I.16.5 Bids Received: May 24, 2016

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

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

PART I: THE SCHEDULE

SECTION J

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

Attachment Number	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/node/599822
J.2	Wage Determination No. 2015-4281 (Revision 3) dated April 8, 2016 http://ocp.dc.gov/node/599
J.3	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/node/599822
J.4	First Source Agreement http://ocp.dc.gov/node/599822
J.5	2016 Living Wage Fact Sheet and Living Wage Notice (The Way to Work Amendment Act of 2006) http://ocp.dc.gov/node/599822
J.6	2016 Living Wage Fact Sheet and Living Wage Notice (The Living Wage Act of 2006) http://ocp.dc.gov/node/599822
J.7	Tax Certification Affidavit http://ocp.dc.gov/node/599822
J.8	Bidder/Offeror Certification Form http://ocp.dc.gov/node/599822
J.9	RESERVED

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

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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS
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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Invitation for Bid (IFB). (List names, titles and telephone numbers of the authorized negotiators).

_____

_____

_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Contractor, by checking the applicable box, represents that
It operates as:
_____ a corporation incorporated under the laws of the State of _____
_____ an individual,
_____ a partnership
_____ a nonprofit organization, or
_____ a joint venture; or

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

_____ an individual
_____ a joint venture, or
_____ a corporation registered for business in _____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUALOPPORTUNITY OBLIGATIONS

K.3.1 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 IFB and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider 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 IFB.

Contractor_____Date_____

Name_____ Title_____

Signature_____

Contractor___has ____has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Contractor___has ____has not filed all required compliance reports and representations indicating submission of required reports signed by proposed sub-Contractor. (The above representations need not be submitted in connection with Contracts or subcontracts, which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

K.4.1 The Contractor hereby certifies that each end product, except the end products listed below is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

K.5.1 Each Contractor shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 17 shall benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.6.1 (a) Each signature of the Contractor 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
2) consultation, communication, or agreement with any Contractor or competitor relating to:

   (ii) the intention to submit a Contract, or
   (iii) the methods or factors used to calculate the prices in the Contract;
3) The Prices in this Contract have not been and shall not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before Contract opening unless otherwise required by law; and

4) No attempt has been made or shall be made by the Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

1) Is the person in the Contractor's organization responsible for determining the prices being offered in this Invitation for Bid (IFB) and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall 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 Contractor's organization);

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

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

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

K.7 TAX CERTIFICATION

K.7.1 Each Contractor must submit with its offer, a sworn Tax Certification Affidavit; EEO, Contractor's Affidavit of Responsibility and First Source Agreement as stated in Section J herein.

These forms are also available at http://ocp.dc.gov/node/599822.

*****END OF SECTION K*****

PART IV – REPRESENTATIONS AND INSTRUCTIONS
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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 **Most Advantageous to the District**

The District intends to Award One Contract resulting from this Solicitation to the Responsive and Responsible Bidder whose offer conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

L.1.2 **Initial Offers**

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

L.2 BID FORM, ORGANIZATION AND CONTENT

L.2.1 One original and Four (4) Copies of the written Bid shall be submitted. Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor. Bids shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic, telegraphic and Facsimile Bids shall "NOT" be accepted**. Each Bid shall be submitted in a sealed envelope conspicuously marked **on the outside**:

"Invitation for Bid (IFB) in Response to Solicitation No. RM-16-IFB-068-BY4-DJW" (insert solicitation number, title and name of Bidder)."

L.2.1 The District shall reject as Non-Responsive any Bid that fails to include a subcontracting plan that is required by law.

L.2.2 The Bidder shall respond to each factor in a way that shall allow the District to evaluate the Bidder's response. The Bidder shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The Bid must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Bidder proposes to fully meet the Minimum Requirements in Section C.

L.2.3 The Bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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L.3 OPTIONAL PRE-BID CONFERENCE

An Optional Pre-Bid Conference shall be held at Department of Behavioral Health 64 New York Avenue, NE Washington, D.C. 20002 on Tuesday May 17, 2016 @ 1:00 PM EST. Prospective Bidders shall be given an opportunity to ask questions regarding this Solicitation at the conference.

The purpose of the Optional Pre-Bid conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the Solicitation. Any major revision to the Solicitation as a result of the Pre-Bid conference, or answers to deferred questions shall be made in the form of a written Amendment to the original Solicitation.

Impromptu Questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Oral answers at the Optional Pre-Bid conference are only intended for general direction and do not represent the Department's final position. All Oral Questions shall be converted into written Questions following the close of the Optional Pre-Bid conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Bidders who are listed on the official list as having received a copy of the solicitation in the form of an Amendment to the Solicitation.

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

L.4.1 Bid Submission

Bids must be submitted No Later Than ***2:00 PM (EST) on Tuesday May 24, 2016***. 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:

The Bid or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

a. The Bid or modification was sent by mail and it is determined by the CHSCCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

b. The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Bidder's solicitation submission must be **signed in Blue Ink.** DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the

solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Offer.

L.4.2 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 request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the Bid shall be considered late unless the **Prospective** Contractor can furnish evidence from the postal authorities of timely mailing.

L.4.3 Late Modifications

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

L.4.4 Late Submissions

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

L.4.5 Withdrawal or Modification of Offers

An Bidder may modify or withdraw its Bid upon written, telegraphic or facsimile transmission if received at the location designated in the solicitation for submission of offers, but not later than the closing date and time for receipt of Bids.

L.4.6 <u>HAND DELIVERY OR MAILING OF BIDS TO:</u>

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

L.5 ERRORS IN BIDS

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

L.6 FAILURE TO SUBMIT BIDS

Recipients of this Solicitation not responding with a Bid should not return this Solicitation. Instead, they should advise CHSCCO, Department of Behavioral Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002 Telephone (202) 671-3171 by letter or postcard whether they want to receive future Solicitations for similar requirements. In addition, it is also requested that such recipients advise the CHSCCO 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 CHSCCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 EXPLANATION TO PROSPECTIVE BIDDERS

If a Prospective Bidder has any Questions relative to this Solicitation, the Prospective Bidder shall submit the Question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit Questions No Later Than **SEVEN (7)** Calendar Days prior to the Closing Date and Time indicated for this Solicitation. The District shall not consider any Questions received Less Than **SEVEN (7)** Calendar Days before the Date Set for Submission of Bid. The District shall furnish Responses promptly to all other Prospective Contractors. An Amendment to the Solicitation shall be issued if that information is necessary in submitting Bids, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

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

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

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Bidders who include in their Bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This Bid includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Bidder as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this Bid if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Bid."

L.9 BIDS WITH OPTION YEARS

The Bidder shall include Option Year Prices in its Price/Cost Bid. An offer may be determined to be unacceptable if it fails to include pricing for the Option Year(s).

L.10 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 Ten (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 at the time set for receipt of initial Bids shall be filed with the Board prior to 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 the 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CHSCCO for the solicitation.

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The Bidder shall acknowledge receipt of any Amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of Bids. An Bidder's failure to acknowledge an amendment may result in rejection of its offer.

L.12 LEGAL STATUS OF BIDDER

Each Bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of Bidder;

L.12.2 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, 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract Award or its exemption from such requirements; and

L.12.3 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.13 UNNECESSARILY ELABORATE BIDS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Bidder's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.14 RESERVED

L.15 RETENTION OF BIDS

All Bid documents shall be the property of the District and retained by the District and therefore shall not be returned to the Bidders.

L.16 BID COSTS

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

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in **Section I.** to:

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services
Chief Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health

Contracts and Procurement Services
64 New York Avenue NE - Suite 200
Washington, DC 20002
(202) 671-3188 - Office
(202) 671-3395 - Fax
Samuel.Feinberg@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the prospective Contractor must submit relevant documentation within five (5) days of the request by the District.

L.18.1 To be determined responsible, a prospective Contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
(c) Has a satisfactory performance record;
(d) Has a satisfactory record of integrity and business ethics;
(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
(f) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq*.;
(g) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control, and technical skills;
(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
(i) Has not exhibited a pattern of overcharging the District;
(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.18.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

L.19 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other Bid submission requirements, the Bidder shall submit an electronic copy of its Bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that shall be made public. The District's policy is to release documents relating to District Bids following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a) (1).

*****END OF SECTION L*****

SECTION M

PREFERENCE REQUIREMENTS

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SECTION M – PREFERENCE REQUIREMENTS

M.1 PREFRENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.2 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

M.2.1 A prime contractor that is a small business enterprise certified by the DSLBD (SBE) shall receive a three percent (3%) reduction in the bid price.

M.2.2 A prime contractor that is a resident-owned business (ROB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price.

M.2.3 A prime contractor that is a longtime resident business (LRB) certified by DSLBD shall receive a ten percent (10%) reduction in the bid price.

M.2.4 A prime contractor that is a local business enterprise (LBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price.

M.2.5 A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price.

M.2.6 A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price.

M.2.7 A prime contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive a two percent (2%) reduction in the bid price.

M.2.8 A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price.

M.3 MAXIMUM PREFERENCE AWARDED

M.3.1 Notwithstanding the availability of the preceding preferences, the maximum Total Preference Points to which a Certified Business Enterprise (CBE) is entitled under the

Act is Twelve Per Cent (12%) for bids submitted in response to this IFB. There shall be no preference awarded for subcontracting by the Prime Contractor with CBEs.

M.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

A Certified Joint Venture shall receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

M.5 VERIFICATION OF BIDDER'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.5.1 Any Vendor seeking to receive Preferences on this solicitation must be Certified at the time of submission of its Bid. The CHSCCO shall verify the Bidder's Certification with DSLBD and the Bidder should not submit with its Bid any additional documentation regarding its Certification as a Certified Business Enterprise.

M.5.2 Any Vendor seeking Certification in order to receive Preferences under this Solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.5.3 All Vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on Certification procedures and requirements.

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