DISTRICT OF COLUMBIA, OFFICE OF CONTRACTING AND PROCUREMENT
SUPPORTING DEPARTMENT OF BEHAVIORAL HEALTH
SOLICITATION, OFFER AND AWARD SECTION A

1. ISSUED BY/ADDRESS OFFER TO: **DISTRICT OF COLUMBIA** **OFFICE OF CONTRACTING AND PROCUREMENT** **DEPARTMENT OF BEHAVIORAL HEALTH** **CONTRACTS AND PROCUREMENT SERVICES** **64 NEW YOUR AVENUE NE 2ND FLOOR** **WASHINGTON, DC 20002**	PAGE OF PAGES: **1 OF 92** 2. CONTRACT NUMBER: **RM-16-RFP-028-BY4-MA** 3. SOLICITATION NUMBER: **RM-16-RFP-028-BY4-MA** 4. DATE ISSUED: 6. **OPENING DATE: MONDAY, FEBUARY 22, 2016** **CLOSING DATE: MONDAY, MARCH 14, 2016** **CLOSING TIME : 12:00 NOON**
7. TYPE OF SOLICITATION: **REQUEST FOR PROPOSAL (RFP) FOR DRUG TESTING AND REPORTING SERVICES FOR ADDICTION, PREVENTION AND RECOVERY ADMINISTRATION (APRA) AND URINALYSIS/PHLEBOTOMY TESTING.**	8. DISCOUNT FOR PROMPT PAYMENT:

9. NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

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

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17_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 shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

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:

MPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM OR ON DBH FORM 26
OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE OF CONTRACT

The Government of the District of Columbia, Office of Contracting and Procurement supporting Department of Behavioral Health (DBH) is seeking an experienced, qualified and diversified Laboratory Services Contractor to provide Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services for DBH authorized Adults and Youth in the District of Columbia. Services shall Support DBH Direct and Indirect Clinicians to meet Consumer Diagnosis, Monitoring and Treatment requirements.

B.2 CONTRACT TYPE

The District contemplates a Firm Fixed Price Contract with Indefinite Quantity Deliveries based on the Firm Fixed Unit Prices as outlined in the Schedule B Pricing Sheets on pages 4 through 6 of this RFP Contract.

B.3 PERIOD OF PERFORMANCE

Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modifications made there to. The Period of Performance (POP) for this Contract shall be from Date of Award for One (1) Year with Four (4) One (1) Year Option Periods as specified in Section B.

B.4 MANDATORY SUBCONTRACTING REQUIREMENT

An Offeror submitting a response to this Procurement in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) must submit with a notarized statement detailing any subcontracting plan as required by law. For Contracts in excess of $250,000.00, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with the instructions outlined in Section H of this Contract.

B.5 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

Response to this Request For Proposal (RFP) Firm Fixed Price Contract requires completion of the Section A (page 1) Boxes 14, 14A, 15 and 15A; the B.5 Schedule B Pricing Sheets (pages 4 through 18); Written response to the evaluation criteria in Section M and all must submitted as instructed in Section L; Two (2) copies of the Resume of each Laboratory Staff Person who shall provide the required Direct Lab and Consumer Services and completion of all required Compliance Documents (Tax Affidavit, EEO (Affirmative Action) Document, First Source Document and Bidder's/Offeror's Certification form. Please return all completed and signed documents to the following Contract Specialist:

Meredith Alexander, Contract Specialist
Officer of Contracting and Procurement (OCP)
Department of Behavioral Health (DBH)
Contracts and Procurement Services (CPS)
64 New York Avenue, NE - Suite 280
Washington, DC 20002
Main Number (202) 671-3171; Direct Number (202) 671-3173
Fax Number (202) 671-3395
Email: Meredith.Alexander@dc.gov

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity of Units per Year	Unit	Unit Price	Extended Price
	The District of Columbia Department of Behavioral Health (DBH) is seeking the Services of Highly Qualified and Experienced Diversified Contractor to provide Phlebotomy, Specimen Collection and Transportation, Testing/Screening and Results Reporting Services as specified in Section C of this Contract.				
	Mental Health Services Division (MHSD) Services Required for DBH Clinic located at 35 K Street, NE Washington, DC 20002				
001	Phlebotomy (Blood Collection) Services to Consumers at 35 K Street, NE for Three (3) Days per week on Monday, Tuesday and Thursday from 8:30 AM through 12:30 PM	852	Hours	$_____	$_____
002	Comprehensive Metabolic Panel + Lipid Panel (Albumin, A/G ratio, Alkaline Phosphatase, ALT, AST, BUN/Creatinine Ratio, Calcium, Carbon Dioxide, Chloride, Creatinine, Globulin, Glucose, Potassium, Sodium, Total Bilirubin, Total Protein, Urea Nitrogen, Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL Ratio, Triglycerides)	1050	Each	$_____	$_____
003	CO w/ Diff	529	Each	$_____	$_____
004	Thyroid-Stimulating Hormone (TSH)	413	Each	$_____	$_____
005	Viral Hepatitis Screen (Hepatitis A Antibody IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody IgM and Hepatitis C Antibody)	210	Each	$_____	$_____
006	hCG Urine Qualitative	54	Each	$_____	$_____
007	Hemoglobin A1C	387	Each	$_____	$_____
008	T3 Total	68	Each	$_____	$_____
009	T4 Total	48	Each	$_____	$_____
010	T4 Free	92	Each	$_____	$_____
011	Vitamin B 12	190	Each	$_____	$_____

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
BASE YEAR

012	Folate	181	Each	$_____	$_____
013	PSA	27	Each	$_____	$_____
014	Amylase	21	Each	$_____	$_____
015	Lipase	21	Each	$_____	$_____
016	Prolactin	92	Each	$_____	$_____
017	RpR	110	Each	$_____	$_____
018	Haloperidol	0	Each	$_____	$_____
019	Carbamazepine	3	Each	$_____	$_____
020	Lithium	28	Each	$_____	$_____
021	Clozapine	7	Each	$_____	$_____
022	Urine 8 Panel with Alcohol	129	Each	$_____	$_____
023	Valproic Acid	93	Each	$_____	$_____
024	Ferritin	3	Each	$_____	$_____
025	Other Approved Tests As Needed	208	Each	$_____	$_____
	Services Required For Addiction Prevention and Recovery Administration (APRA) Provider Network Programs and The APRA Assessment And Referral Center (ARC)				
026	Urine Drug Screening: Amphetamines: 1001 ng/ml and above; Benzodiazephones: 201 ng/ml and above; Cocaine: 151 ng/ml and above; Methadone: 300 ng/ml and above; Opiates: 301 ng/ml and above; Phencyclidine (PCP): 26 ng/ml and above; Marijuana (THC): 51/ng/m1 and above; Buprenorphine (Suboxone) 6 ng/ml and above; 6-acetylmorphine (Heroin metabolite:11 ng/ml and above Services to include: Specimen Collection, Transportation, Laboratory Testing and Drug Screening, Results Reporting, Ancillary Non-Drug Testing Services, Technical Support and Training Services, along with As Needed, Emergency/Court-Ordered Two (2) Hour Specimen Testing and Results Reporting Services	18,344	Each	$_____	$_____ $_____ **NOT TO EXCEED**

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
BASE YEAR

Print Name

Title

Signature

Date

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR ONE (1)

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity of Units per Year	Unit	Unit Price	Extended Price
	The District of Columbia Department of Behavioral Health (DBH) is seeking the Services of Highly Qualified and Experienced Diversified Contractor to provide Phlebotomy, Specimen Collection and Transportation, Testing/Screening and Results Reporting Services as specified in Section C of this Contract.				
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003	CO w/ Diff	529	Each	$_____	$_____
004	Thyroid-Stimulating Hormone (TSH)	413	Each	$_____	$_____
005	Viral Hepatitis Screen (Hepatitis A Antibody IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody IgM and Hepatitis C Antibody)	210	Each	$_____	$_____
006	hCG Urine Qualitative	54	Each	$_____	$_____
007	Hemoglobin A1C	387	Each	$_____	$_____
008	T3 Total	68	Each	$_____	$_____
009	T4 Total	48	Each	$_____	$_____
010	T4 Free	92	Each	$_____	$_____
011	Vitamin B 12	190	Each	$_____	$_____

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR ONE (1)

012	Folate	181	Each	$_____	$_____
013	PSA	27	Each	$_____	$_____
014	Amylase	21	Each	$_____	$_____
015	Lipase	21	Each	$_____	$_____
016	Prolactin	92	Each	$_____	$_____
017	RpR	110	Each	$_____	$_____
018	Haloperidol	0	Each	$_____	$_____
019	Carbamazepine	3	Each	$_____	$_____
020	Lithium	28	Each	$_____	$_____
021	Clozapine	7	Each	$_____	$_____
022	Urine 8 Panel with Alcohol	129	Each	$_____	$_____
023	Valproic Acid	93	Each	$_____	$_____
024	Ferritin	3	Each	$_____	$_____
025	Other Approved Tests As Needed	208	Each	$_____	$_____
	Services Required For Addiction Prevention and Recovery Administration (APRA) Provider Network Programs and The APRA Assessment And Referral Center (ARC)				
026	Urine Drug Screening: Amphetamines: 1001 ng/ml and above; Benzodiazephones: 201 ng/ml and above; Cocaine: 151 ng/ml and above; Methadone: 300 ng/ml and above; Opiates: 301 ng/ml and above; Phencyclidine (PCP): 26 ng/ml and above; Marijuana (THC): 51/ng/m1 and above; Buprenorphine (Suboxone) 6 ng/ml and above; 6-acetylmorphine (Heroin metabolite:11 ng/ml and above Services to include: Specimen Collection, Transportation, Laboratory Testing and Drug Screening, Results Reporting, Ancillary Non-Drug Testing Services, Technical Support and Training Services, along with As Needed, Emergency/Court-Ordered Two (2) Hour Specimen Testing and Results Reporting Services	18,344	Each	$_____	$_____ $_____ **NOT TO EXCEED**

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR ONE (1)

Print Name

Title

Signature

Date

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR TWO (2)

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity of Units per Year	Unit	Unit Price	Extended Price
	The District of Columbia Department of Behavioral Health (DBH) is seeking the Services of Highly Qualified and Experienced Diversified Contractor to provide Phlebotomy, Specimen Collection and Transportation, Testing/Screening and Results Reporting Services as specified in Section C of this Contract.				
	Mental Health Services Division (MHSD) Services Required for DBH Clinic located at 35 K Street, NE Washington, DC 20002				
001	Phlebotomy (Blood Collection) Services to Consumers at 35 K Street, NE for Three (3) Days per week on Monday, Tuesday and Thursday from 8:30 AM through 12:30 PM	852	Hours	$_____	$_____
002	Comprehensive Metabolic Panel + Lipid Panel (Albumin, A/G ratio, Alkaline Phosphatase, ALT, AST, BUN/Creatinine Ratio, Calcium, Carbon Dioxide, Chloride, Creatinine, Globulin, Glucose, Potassium, Sodium, Total Bilirubin, Total Protein, Urea Nitrogen, Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL Ratio, Triglycerides)	1050	Each	$_____	$_____
003	CO w/ Diff	529	Each	$_____	$_____
004	Thyroid-Stimulating Hormone (TSH)	413	Each	$_____	$_____
005	Viral Hepatitis Screen (Hepatitis A Antibody IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody IgM and Hepatitis C Antibody)	210	Each	$_____	$_____
006	hCG Urine Qualitative	54	Each	$_____	$_____
007	Hemoglobin A1C	387	Each	$_____	$_____
008	T3 Total	68	Each	$_____	$_____
009	T4 Total	48	Each	$_____	$_____
010	T4 Free	92	Each	$_____	$_____
011	Vitamin B 12	190	Each	$_____	$_____

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR TWO (2)

012	Folate	181	Each	$_____	$_____
013	PSA	27	Each	$_____	$_____
014	Amylase	21	Each	$_____	$_____
015	Lipase	21	Each	$_____	$_____
016	Prolactin	92	Each	$_____	$_____
017	RpR	110	Each	$_____	$_____
018	Haloperidol	0	Each	$_____	$_____
019	Carbamazepine	3	Each	$_____	$_____
020	Lithium	28	Each	$_____	$_____
021	Clozapine	7	Each	$_____	$_____
022	Urine 8 Panel with Alcohol	129	Each	$_____	$_____
023	Valproic Acid	93	Each	$_____	$_____
024	Ferritin	3	Each	$_____	$_____
025	Other Approved Tests As Needed	208	Each	$_____	$_____
	Services Required For Addiction Prevention and Recovery Administration (APRA) Provider Network Programs and The APRA Assessment And Referral Center (ARC)				
026	Urine Drug Screening: Amphetamines: 1001 ng/ml and above; Benzodiazephones: 201 ng/ml and above; Cocaine: 151 ng/ml and above; Methadone: 300 ng/ml and above; Opiates: 301 ng/ml and above; Phencyclidine (PCP): 26 ng/ml and above; Marijuana (THC): 51/ng/m1 and above; Buprenorphine (Suboxone) 6 ng/ml and above; 6-acetylmorphine (Heroin metabolite:11 ng/ml and above Services to include: Specimen Collection, Transportation, Laboratory Testing and Drug Screening, Results Reporting, Ancillary Non-Drug Testing Services, Technical Support and Training Services, along with As Needed, Emergency/Court-Ordered Two (2) Hour Specimen Testing and Results Reporting Services	18,344	Each	$_____	$_____ $_____ **NOT TO EXCEED**

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR TWO (2)

Print Name

Title

Signature

Date

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR THREE (3)

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity of Units per Year	Unit	Unit Price	Extended Price
	The District of Columbia Department of Behavioral Health (DBH) is seeking the Services of Highly Qualified and Experienced Diversified Contractor to provide Phlebotomy, Specimen Collection and Transportation, Testing/Screening and Results Reporting Services as specified in Section C of this Contract.				
	Mental Health Services Division (MHSD) Services Required for DBH Clinic located at 35 K Street, NE Washington, DC 20002				
001	Phlebotomy (Blood Collection) Services to Consumers at 35 K Street, NE for Three (3) Days per week on Monday, Tuesday and Thursday from 8:30 AM through 12:30 PM	852	Hours	$_____	$_____
002	Comprehensive Metabolic Panel + Lipid Panel (Albumin, A/G ratio, Alkaline Phosphatase, ALT, AST, BUN/Creatinine Ratio, Calcium, Carbon Dioxide, Chloride, Creatinine, Globulin, Glucose, Potassium, Sodium, Total Bilirubin, Total Protein, Urea Nitrogen, Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol/HDL Ratio, Triglycerides)	1050	Each	$_____	$_____
003	CO w/ Diff	529	Each	$_____	$_____
004	Thyroid-Stimulating Hormone (TSH)	413	Each	$_____	$_____
005	Viral Hepatitis Screen (Hepatitis A Antibody IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody IgM and Hepatitis C Antibody)	210	Each	$_____	$_____
006	hCG Urine Qualitative	54	Each	$_____	$_____
007	Hemoglobin A1C	387	Each	$_____	$_____
008	T3 Total	68	Each	$_____	$_____
009	T4 Total	48	Each	$_____	$_____
010	T4 Free	92	Each	$_____	$_____
011	Vitamin B 12	190	Each	$_____	$_____

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR THREE (3)

012	Folate	181	Each	$_____	$_____
013	PSA	27	Each	$_____	$_____
014	Amylase	21	Each	$_____	$_____
015	Lipase	21	Each	$_____	$_____
016	Prolactin	92	Each	$_____	$_____
017	RpR	110	Each	$_____	$_____
018	Haloperidol	0	Each	$_____	$_____
019	Carbamazepine	3	Each	$_____	$_____
020	Lithium	28	Each	$_____	$_____
021	Clozapine	7	Each	$_____	$_____
022	Urine 8 Panel with Alcohol	129	Each	$_____	$_____
023	Valproic Acid	93	Each	$_____	$_____
024	Ferritin	3	Each	$_____	$_____
025	Other Approved Tests As Needed	208	Each	$_____	$_____
	Services Required For Addiction Prevention and Recovery Administration (APRA) Provider Network Programs and The APRA Assessment And Referral Center (ARC)				
026	Urine Drug Screening: Amphetamines: 1001 ng/ml and above; Benzodiazepines: 201 ng/ml and above; Cocaine: 151 ng/ml and above; Methadone: 300 ng/ml and above; Opiates: 301 ng/ml and above; Phencyclidine (PCP): 26 ng/ml and above; Marijuana (THC): 51/ng/m1 and above; Buprenorphine (Suboxone) 6 ng/ml and above; 6-acetylmorphine (Heroin metabolite:11 ng/ml and above Services to include: Specimen Collection, Transportation, Laboratory Testing and Drug Screening, Results Reporting, Ancillary Non-Drug Testing Services, Technical Support and Training Services, along with As Needed, Emergency/Court-Ordered Two (2) Hour Specimen Testing and Results Reporting Services	18,344	Each	$_____	$_____ $_____ **NOT TO EXCEED**

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR THREE (3)

Print Name

Title

Signature

Date

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR FOUR (4)

Contract Line Item No. (CLIN)	Item Description	Estimated Quantity of Units per Year	Unit	Unit Price	Extended Price
	The District of Columbia Department of Behavioral Health (DBH) is seeking the Services of Highly Qualified and Experienced Diversified Contractor to provide Phlebotomy, Specimen Collection and Transportation, Testing/Screening and Results Reporting Services as specified in Section C of this Contract.				
	Mental Health Services Division (MHSD) Services Required for DBH Clinic located at 35 K Street, NE Washington, DC 20002				
001	Phlebotomy (Blood Collection) Services to Consumers at 35 K Street, NE for Three (3) Days per week on Monday, Tuesday and Thursday from 8:30 AM through 12:30 PM	852	Hours	$_____	$_____
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003	CO w/ Diff	529	Each	$_____	$_____
004	Thyroid-Stimulating Hormone (TSH)	413	Each	$_____	$_____
005	Viral Hepatitis Screen (Hepatitis A Antibody IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody IgM and Hepatitis C Antibody)	210	Each	$_____	$_____
006	hCG Urine Qualitative	54	Each	$_____	$_____
007	Hemoglobin A1C	387	Each	$_____	$_____
008	T3 Total	68	Each	$_____	$_____
009	T4 Total	48	Each	$_____	$_____
010	T4 Free	92	Each	$_____	$_____
011	Vitamin B 12	190	Each	$_____	$_____

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

OPTION YEAR FOUR (4)

012	Folate	181	Each	$_____	$_____
013	PSA	27	Each	$_____	$_____
014	Amylase	21	Each	$_____	$_____
015	Lipase	21	Each	$_____	$_____
016	Prolactin	92	Each	$_____	$_____
017	RpR	110	Each	$_____	$_____
018	Haloperidol	0	Each	$_____	$_____
019	Carbamazepine	3	Each	$_____	$_____
020	Lithium	28	Each	$_____	$_____
021	Clozapine	7	Each	$_____	$_____
022	Urine 8 Panel with Alcohol	129	Each	$_____	$_____
023	Valproic Acid	93	Each	$_____	$_____
024	Ferritin	3	Each	$_____	$_____
025	Other Approved Tests As Needed	208	Each	$_____	$_____
	Services Required For Addiction Prevention and Recovery Administration (APRA) Provider Network Programs and The APRA Assessment And Referral Center (ARC)				
026	Urine Drug Screening: Amphetamines: 1001 ng/ml and above; Benzodiazephones: 201 ng/ml and above; Cocaine: 151 ng/ml and above; Methadone: 300 ng/ml and above; Opiates: 301 ng/ml and above; Phencyclidine (PCP): 26 ng/ml and above; Marijuana (THC): 51/ng/m1 and above; Buprenorphine (Suboxone) 6 ng/ml and above; 6-acetylmorphine (Heroin metabolite:11 ng/ml and above Services to include: Specimen Collection, Transportation, Laboratory Testing and Drug Screening, Results Reporting, Ancillary Non-Drug Testing Services, Technical Support and Training Services, along with As Needed, Emergency/Court-Ordered Two (2) Hour Specimen Testing and Results Reporting Services	18,344	Each	$_____	$_____ $_____ **NOT TO EXCEED**

B.4: SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS
OPTION YEAR FOUR (4)

_____

Print Name

_____

Title

_____

Signature

_____

Date

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

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. BACKGROUND

The Department Behavioral Health (DBH) provides Emergency Care Comprehensive Mental Health and Substance Use Disorder Services for eligible District Residents through a network of Community Based Providers and unique government delivered Behavioral Health Services. In addition, DBH operates Saint Elizabeths Hospital (SEH), the District's Psychiatric Facility, along with being the State Behavioral Health Authority and Single Agency for Behavioral Health and Substance Use Disorder Treatment and Services under District law.

C.2 SCOPE OF SERVICES/REQUIREMENTS/SPECIFICATIONS

DBH is seeking a Certified, experienced, highly qualified, local, business enterprise to provide Urinalysis, Phlebotomy and Results Reporting Services for illicit and psychotropic drugs along with general health evaluation for eligible District Adults and Youth. The services shall include Urine Specimen Collection, Transportation, Laboratory Testing and Drug Screening along with Results Reporting, Ancillary (Non-Drug Testing) Services, Technical Support and Training Services as described in Section C.3.

C.2.1 STAFFING REQUIREMENTS:

The Contractor shall employ and maintain sufficient, competent and qualified Staff that are Trained and Certified/Licensed, as required providing the outlined services.

1. The Contractor shall ensure that the required **Staff are Licensed in accordance with D.C. Code Sec. 2-33050, D.C. Health Occupation Revision Act of 1985 (Applicable Document #1) and maintain an active current license**. **The Contractor shall provide the Cluster Health Services Chief Contracting Officer (CHSCCO) evidence of proper Staff Licensure and Certifications, along with their response to this RFP Contract.**

2. The Contractor shall maintain documentation to demonstrate that Staff performing the specialized services delineated in this Contract shall maintain the required updated Certifications and ongoing Trainings.

3. Contractor's Staff providing the required services shall maintain all Qualifications, Licenses, Education and Competencies required for their specific discipline in order to perform the duties required under this Contract.

4. The Contractor shall develop and maintain complete written job descriptions for all disciplines required to perform services under this Contract. The Contractor shall provide all job descriptions for the review and approval of the Cluster Health Services Chief Contracting Officer (CHSCCO) upon request.

5. The Contractor shall provide the required Drug Testing Services in accordance with the Applicable Documents identified in Section C.7, including all applicable Federal proficiency testing, licensing standards and all applicable District regulations and the standards of forensic drug testing described in the Clinical Laboratories Improvement Act (CLIA) of 1998 (Applicable Document #4 and the most recent amendment). The Contractor shall at a minimum provide the documentation to demonstrate evidence of the successful delivery of the required services to a District Government agency within the last Three (3) years.

C.2.2 SUPPLIES

The Contractor shall furnish all Equipment, Tools, Supplies, Offices, Instrumentalities, Transportation, Technology and Support Services required for providing the required services. The Contractor shall ensure, at a minimum, the distribution and availability of the following necessary supplies at the DBH program sites and the DBH Contract Providers Sites identified on the DBH Website and in Attachment A upon execution of the Contract:

1. Individual customized requisition forms;
2. Pre-printed bottle labels;
3. Collection kits with temperature indicator bottles and spill-proof bottle labels;
4. Collection kits with temperature indicator bottles and spill-proof seals;
5. Individual bags for each sample bottle:
6. Specimen Pick-up Log Sheets
7. Specimen packaging and shipping supplies.

C.2.3 URINE SPECIMEN COLLECTION

The Contractor shall provide for the collection of urine specimen to include, at a minimum, the following:

1. The Contractor shall develop and maintain strict Chain of Custody Protocols in accordance with Clinical Laboratories Improvement Act (CLIA) of 1998 (Applicable Document #4) and Recognized Industry Standards. **The Contractor shall provide the Chain of Custody Protocols for the review and approval of the Cluster Health Services Chief Contracting Officer (CHSCCO) with their Response to this RFP Contract.**

2. The Contractor shall provide for and include in their Unit Price Testing Costs all costs/expenses to include Licensures, Disposal Costs and Transportation, along with Fuel Costs.

3. The Contractor shall strictly adhere to the proper Collection, Storage and Refrigeration Guidelines as described in 42 CFR 493, A through P of the Clinical Laboratories Improvement Act (CLIA) of 1998 See link: http://www.aapsonline.org/msas/clia.php

4. The Contractor shall provide pick-up of Urine Specimens from Consumers at the following DBH program location at the time schedules provided below:

DBH/The Assessment And Referral Center (ARC)
77 P Street, NE
Washington, DC 20002
Pick-up Days: Monday through Friday,
Excluding Holidays and all Government Closings
Pick- Up Hours: 9:00 AM — 11:00 AM

DBH/Mental Health Services Division (MHSD) Clinic
35 K Street, NE
Washington, DC 20002
Pick-up Days: Monday, Tuesdays and Thursdays, (as needed)
Excluding Holidays and all Government Closings
Pick-up Hours: 8:30 AM until 12:30 PM

5. The Contractor shall provide Pick-Up of Urine Specimens at the DBH Contract Provider sites identified in **Attachment A, Not Before 8:30 AM and Before, But Not After, 4:30 PM Mondays Through Fridays, Excluding Holidays and all Government Closings.**

C.2.4 PHLEBOTOMY (BLOOD DRAWING) SERVICES

C.2.4.1 The Contractor shall provide Phlebotomy Services on the Consumers of the DBH/ Mental Health Services Division (MHSD) Clinic located at 35 K Street, NE Washington, DC 20002 on Three (3) Days per week, Monday, Tuesdays and Thursdays from 8:30 AM until 12:30 PM, excluding holidays and all days that the District Government are Closed.

C.2.4.2 The Contractor shall accurately label all Blood Specimens immediately upon drawing and before placing in the transport receptacle.

C.2.4.3 The Contractor shall provide Laboratory Testing on the drawn Blood Specimens from the Consumers at the DBH/ Mental Health Services Division (MHSD) Clinic located at 35 K St., NE. The Laboratory Tests most commonly ordered are routine screening tests and psychotropic medication levels as depicted on the Schedule B Pricing Sheets of this RFP Contract.

C.2.4.4 The Contractor shall provide Specimen Transport Services to pick up the Blood Specimens and deliver them to the Licensed and DBH approved Laboratory for Testing, Analysis and Results Reporting. Specimens shall be picked up from the DBH/ Mental Health Services Division (MHSD) Clinic located at 35K Street, NE, Washington DC 20002 Three (3) days per Week, on Mondays, Tuesdays and Thursdays from 8:30 AM through 12:30 PM.

C.2.4.5 The Contractor shall prepare and present written results reports of Tests Analysis **No Later Than Five (5) Days** after the specimen has been drawn and sent to the Laboratory. **In addition, the Contractor Must Have the Capacity for Twenty Four (24) Hour results reporting and the capacity for Two (2) Hour Expedited Results Reporting in Urgent and Emergency situations.**

All reports shall be clear, accurate and concise, along with being forwarded to the respective collection site by courier, email or by fax transmission.

C.2.4.6 The Contractor shall comply with all 42 CFR part 2, HIPAA, along with applicable Regulations and Standards when providing the aforementioned services.

C.2.4.7 The Phlebotomists and Transport Staff shall complete and sign the MHSD provided sign-in sheet each day that services shall be provided.

C.2.4.8 All of the Contractor's Phlebotomists must be Certified with a Minimum of One (1) Year hands-on experience in their discipline.

C.2.4.9 The Contractor shall ensure that whenever a Phlebotomist assigned to a worksite must be away on scheduled or unscheduled leave, a replacement Phlebotomist is assigned to his/her worksite at the same tour of duty to ensure the Continuity of Services.

C.2.4.10 The Contractor shall provide the required Specimen Testing Services in accordance with all applicable Federal Proficiency Testing, Licensing Standards and all Applicable District Regulations, along with the Standards of Forensic Drug Testing described in Clinical Laboratories Improvement Act (CLIA) of 1998 and most recent amendment.

C.2.5 <u>LABORATORY AND DRUG SCREENING SERVICES</u>

The Contractor shall ensure that the Urinalysis Testing Services are conducted in a fully qualified and certified laboratory that has received accreditation from the Department of Health and Human Services (DHHS) as a CLIA Certified Facility. **The Contractor shall provide the Cluster Health Services Chief Contracting Officer (CHSCCO) a copy of the Laboratory's Certification/ Accreditation prior to the Contract being awarded.**

1. The Contractor shall perform Drug Screening for the following Drugs/Substances utilizing the Enzyme Multiplied Immunoassay Technique (EMIT) identified as a common method for Screening Urine and Blood for Drugs, whether legal or illicit:

a) Amphetamines: 1001 ng.ml and above
b) Benzodiazepines: 201 ng/ml and above
c) Buprenorphine; (Seboxin): 6ng/ml and above
d) Cocaine: 151 ng/ml and above
e) Marijuana (THC): 51ng/m1 and above
f) Methadone: 300 ng/ml and above
g) Opiates: 301 ng/ml and above
h) Phencyclidine (PCP): 26 ng/ml and above
i) 6-Acetylmorphine(Heroin metabolite): 11 ng/ml

2. The Contractor shall conduct Confirmation of Screening utilizing Quantitative Analysis upon the Verbal or Written Request of the designated DBH Medical Officer or his/her designee.

3. All communications regarding Phlebotomy or Testing Orders shall be made through written means or by email.

C.3 ORDERING PROCEDURES

C.3.1 The Services to be ordered under this Firm Fixed Unit Price Contract are delineated in the Schedule B Pricing Sheets, found on Pages 4 through 18, along with being in Section C of this RFP Solicitation. All Services to be provided under the resulting from this RFP Solicitation are subject to the Contract's Terms and Conditions while being for the specified Periods of Performance.

C.3.2 All Consumers, upon entering into a Substance Use Disorder Program, shall be given the battery of Urinalysis Testing Services listed under Section C.2.1 above. In addition, Consumer Testing Services shall be based on the Criteria in Section C.4.

C.3.3 All Consumers enrolled in the MHSD Clinic located at 35 K Street, NE shall be provided Phlebotomy Services to test for the existence of and/or levels of Psychotropic and/or Illicit Drugs along, with any other required Medical Blood Work based upon the recommendation of the Consumer's attending Psychiatrist.

Any changes to the Ordering of Services shall be made by way of a written Contract Modification. The Contractor shall provide all supplies and materials necessary to perform the required services using economic purchase quantities to provide significantly reduced costs to the District. The District's Prices shall be as low as or lower than those charged to the Contractor's most favored customers for comparable quality and quantities under similar terms and conditions.

C.4 TESTING RESULTS REPORTING

C.4.1 The Contractor shall provide Test Results Reporting Services to individual programs in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (See link below) and the DHHS Publication No. (SMA) 97-3138 Confidentiality of Patient

Records for Alcohol and other Drug Treatment (See link below). The Contractor shall at a minimum provide the following:

1. Provide individual Program Site Managers with an Electronic Transmission of individual Drug Screening results in PDF format within Twenty-Four (24) Hours from the Date of Screening. This would include, as technically feasible, importing the specimen data into the Electric Chart Management System used by the DBH.

2. Provide Programs a hard copy of Individual Test Results on a weekly basis; along with submitting Monthly and Annual Report Summaries. In addition, Summary Reports shall be provided upon request.

3. Input Drug Screen Results by Client ID into the Electronic Health Record (EHR) that the Agency deems appropriate within Twenty-Four (24) Hours of collection; and

4. Provide immediate notification, by Telephone and Email, to Individual Program Site Managers of any Drug Screenings from a DBH Methadone Program with Negative Test results for Methadone.

C.5 **STORAGE AND MAINTENANCE OF SPECIMENS AND TEST RESULTS**

The Contractor shall ensure that Urine Specimens and Drug Screening results are stored and maintained in accordance with the policies and procedures established by the Clinical Laboratories Improvement Act of 1998, including any subsequent amendments. The Contractor shall maintain all Urine Specimens under refrigeration for a period of Fourteen (14) days after which time all Specimens shall be discarded or destroyed in accordance with the Clinical Laboratories Improvement Act of 1998 and most recent amendment).

C.6 **ANCILLARY (NON-DRUG TESTING) SERVICES**

The Contractor shall provide to the Assessment and Referral Center and/or Designated DBH Sites, at a minimum, the following Ancillary Services in support of the required services

1. DATA COLLECTION INFORMATION
   The Contractor shall provide all Urine Analysis Data collected from Screenings for historical reference and reporting upon the Contracting Officer's Technical Representative (COTR's) request.

2. TECHNICAL SUPPORT AND TRAINING

   The Contractor shall provide Technical Support to each Provider listed in Attachment A. At a minimum, the Contractor shall provide Two (2) On-Site Training Sessions to orient Administrative and Clinical Staff on policies and practices, administrative and Urine Collection procedures, Chain of Custody procedures, testing of new drugs and interpretation of results.

The Contractor shall provide or address the following in the fulfillment of the Technical Support and Training Services:

a. In addition, the Contractor shall conduct a Training Session at a location identified by the Contracting Officer's Technical Representative (COTR) within Ten (10) Business Days after Contract award. Thereafter, Training Sessions shall be conducted at least twice Annually, as scheduled, by the Contractor, at each Provider site.
b. Provide Training materials for Staff including Training presentation, policies and procedures, Urine Specimen Collection procedures and Chain of Custody procedures; and

c. Train the Trainer materials and information for DBH identified Staff to provide On-Going Staff Training.

3. QUALITY CONTROL POLICIES AND PROCEDURES

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

a. Compliance with the Clinical Laboratories Improvement Act of 1998 and other applicable documents, regulations and statutes;

b. Annual review of Staff Licensing, Qualifications and Job Descriptions;

c. Inspection and Maintenance of Supplies and Equipment in accordance with manufacturer recommenced guidelines;

d. Specimen Collection, including strict adherence to chain of custody protocols and procedures;

e. Annual review of Laboratory and Facility Licensing and Accreditations;

f. Annual satisfaction survey to be completed by Program Site Managers;

g. Confirmation of the Accuracy and Correctness of Laboratory Services and Drug Screenings; and

h. Review Accuracy Tests Reports and other required reports.

Background Check: The Contractor shall conduct Criminal Background Checks on all Staff required to provide services onsite of DBH owned/managed Facilities and locations where programs are Managed or Operated for or on behalf of DBH (collectively, for the purposes of this clause, "DBH sites). Unless the Contractor has obtained advance written permission from the Cluster Health Services Chief Contracting Officer (CHSCCO) for deployment of a named individual (s), the Contractor shall not deploy any person to DBH sites (including subcontractors and/or subcontractor employees and the like) if the Criminal Background Check conducted pursuant to this section indicates that within Seven (7) Years preceding the Criminal Background Check that the person (s) has been convicted of or attempted to commit in the District of Columbia or in any other state or territory in the United States, of any of the offenses or felonies listed below or any other unlisted felonies or their equivalent.

i. Murder, attempted Murder or Manslaughter;
ii. Arson
iii. Assault, Battery, Assault with a dangerous Weapon, Mayhem or Threats to do bodily harm;
iv. Burglary;
v. Robbery;
vi. Kidnapping;
vii. Theft, Fraud, Forgery, Extortion or Blackmail;
viii. Illegal use or possession of a Firearm;
xi. Rape, Sexual Assault, Sexual Battery, Sexual Abuse, other Sexual Crimes or Criminal Stalking;
x. Spousal Abuses or Child Abuse or Cruelty to Children;
xi. Unlawful distribution of or possession with intent to Distribute a Controlled Substance
xii. That person is a Registered Sex Offender

4. <u>REPORTS</u>

<u>Bi-weekly Test Results Report</u>

The Contractor shall develop and submit a Bi-Weekly Test results report to the COTR and the MHSD Outpatient Department Leader at 35 K St., NE by 5:00 p.m. on the first Monday following the Bi-Weekly Period at a minimum the following:

(a) The Total Number of Urine Specimens tested during the reporting period.

(b) The Total Number of specimens tested per Program during the Reporting Period. (Not required for MHSD Clinic)

(c) The Total Number of positive/negative readings of total daily submissions; and the Total Number of Adulterated/Diluted Specimens that could not be tested by the Contractor.

(d) The contaminant found in determination of a Positive Test Result, for every Positive result period.

(e) All Laboratory reports provided shall adhere to Federal, District laws and regulations, along with DBH Patient Care standards and agency policies. DBH is required to be in full compliance with all Federal, Local and Healthcare Reporting, along with Patient Care requirements.

C.7 DEFINITIONS

The following definitions are applicable to this procurement:

1. Single **Sample Confirmed: A Specimen** collection that is "Positive".

2. **Single Sample Unconfirmed:** A Specimen collection that is "Negative".

3. **Laboratory Director/Laboratory Certifying Official: The Contractor's Designee** who oversees the daily operation of the Laboratory to ensure that Quality Assurance and Quality Control are properly carried out by other Laboratory personnel.

4. **CLIA:** Clinical Laboratories Improvement Act (CLIA) of 1998.

5. **Treatment Provider Network:** Refers to the Public-Private Partnership between the District of Columbia and treatment providers in Washington, DC which is responsible for ensuring that eligible uninsured residents of the District of Columbia are provided open access to condition appropriate, Quality Health Care with an emphasis on Disease Prevention and Community-Based Primary care through an integrated, cost-efficient and culturally appropriate system.

6. Enzyme Multiplied Immunoassay Technique **(EMIT):** is a common method for Screening Urine and Blood for Drugs, whether Legal or Illicit.

7. **Director of Treatment:** The individual designated by the **DBH** as having oversight of Medical processes and procedures related to Patient Treatment for Addiction.

C.8 APPLICABLE DOCUMENTS

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

#	Document Type	Title	Date	To Be Found
1	Laws	D.C. Code Sec. 2-33050, D.C. Health Occupation Revision Act of 1985	1985	http://governent.westlaw.com/linkedslice/default.asp?SP=DCC-1000
2	Federal Regulations Technical Assistance (TAF) 13	DHHS Publication No. (SMA) 97-3138	1997	http://www.hhs.gov
3	CFR	42, CFR Part 2 Public Health Code of Regulations	10/1992	http://www.gpoaccess.gov/cfr/index.htm
4	CFR	42 CFR 493, A through P, Clinical Laboratories Improvement Act (CLIA) of 1998	10/1998	http://www.gpoaccess.gov/cfr/index.htm
	CFR	45 CFR Parts 160, 162 and 164, Health Insurance Portability and Accountability Act of 1996	10/1996	http://www.hhs.gov/ocr/privacy/hipaa/administrative/privacyrule/index.html

C.9 STANDARDS OF RESPONSIBILITY

C.9.1 The Contractor shall demonstrate to the satisfaction of DBH the capability in all respects to perform fully the Contract requirements, therefore, the Contractor shall submit the following documentations listed below, within Five (5) days of the request made by DBH.

C.9.2 Furnish evidence of adequate Financial Resources, Credit or the ability to obtain such Resources as required during the performance of this contract.

C.9.3 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

C.9.4 Furnish evidence of the necessary Organization, Experience, Accounting and Operational Control, along with Technical Skills or the ability to obtain them.

C.9.5 Furnish evidence of compliance with the applicable District Licensing, Tax Laws and Regulations.

C.9.6 Furnish evidence of a satisfactory Performance Record, Record of Integrity and Business Ethics.

C.9.7 Furnish evidence of the necessary Production, Construction/Technical Equipment and Facilities or the ability to obtain them.

C.9.8 Evidence of other Qualifications and Eligibility Criteria necessary to receive an award under applicable laws and regulations.

C.9.9 If the Contractor fails to supply the information requested the Cluster Health Services Chief Contracting Officer (CHSCCO) 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 Cluster Health Services Chief Contracting Officer (CHSCCO) shall determine the prospective Contractor to be Non-Responsible.

C.10 STANDARD OF PERFORMANCE

C.10.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under the Contract resulting from this RFP Solicitation. Contractor shall at all times, comply with DBH Operational Policies, Procedures and Directives while performing the duties specified in this Contract.

C.11 ADVERTISING AND PUBLICITY

C.11.1 Unless granted prior, express, written authorization by the Cluster Health Services Chief Contracting Officer (CHSCCO), the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DBH endorses recommended or preferred the Contractor's services; shall not use the DBH logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this Contract, for publication, advertising or financial benefits.

C.12 CONFIDENTIALITY

C.12.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DBH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.3 of this Contract.

C.13 RIGHTS IN DATA

C.13.1 "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.

C.13.2 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.

C.13.3 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.

C.13.4 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.

C.13.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the 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 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. The District shall not unreasonable withhold consent to the Contractor’s request to publish or reproduce data in professional and scientific publications.

C.13.6 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:

C.13.6.1 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;

C.13.6.2 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;

C.13.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

C.13.6.4 Modify the computer software and all accompanying documentation and manuals or instructional material or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

C.13.7 The restricted rights set forth in section I-17.6 are of no effect unless:

C.13.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

C.13.7.2 If the data is computer software, the related computer software documentation Includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

C.13.7.3 In addition to the rights granted in Section I-17.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-17.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.

C.13.7.4 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-17.5 in the subcontract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

C.13.7.5 For all computer software furnished to the District with the rights specified in Section I-17.3, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-17.7. For all computer software furnished to the District with the restricted rights specified in Section I-17.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement or if Contractor should be declared bankrupt or insolvent by the court if 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 sources code the reasonable cost of making each copy.

C.13.7.6 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:

C.13.7.7 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

C.13.7.8 Based upon any data furnished under this contract or based upon libelous or other unlawful matter contained in such data.

C.13.7.9 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.

C.13.7.10 Sections I-17.6, I-17.7, I-17.8, I-17.11 and I-17.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of.

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

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1. http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf ("Double click on link.")

D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

E.1.1 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)** *http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)* (To open, "right click on mouse," select "open hyperlink select "OK")

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, 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 Shall 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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (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 Bids arising out of those terminations.

E.3.2.5 With approval or ratification to the extent required by the Cluster Health Services Chief Contracting Officer (CHSCCO) 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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (CHSCCO) after receipt of the notice to cure from the Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer 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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (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 *****

PART I: THE SCHEDULE

SECTION F - DELIVERY and PERFORMANCE

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 CONTRACT TYPE

F.1.1 The District contemplates awarding a Firm Fixed Unit Price Contract with Indefinite Quantity Deliveries based on the Firm Fixed Unit Prices as outlined in the Schedule B Pricing Sheets on pages 4 through 18 of this RFP Contract.

F.2 PERIOD OF PERFORMANCE

F.2.1 Performance under this Contract shall be in accordance with the Terms and Conditions set forth herein and by any modifications made there to. The Period of Performance (POP) for this Contract shall be from Date of Award for One (1) Year with Four (4) One (1) Year Option Periods as specified in Section B.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this Contract by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor Preliminary Written Notice of its intent to extend at least Thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Exercising of Options or a fraction thereof in this Contract is at the sole and absolute discretion of DBH based upon Satisfactory Performance on the Contract and the Availability of Funding at the time of exercising any Options. The Contractor may waive the Thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the Section B of the contract.

F-4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

F.4.1 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 Cluster Health Services Chief Contracting Officer (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 DBH.

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

PART I: THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Contracts shall be entered into and signed on behalf of the Department of Behavioral Health (DBH) only by the DBH Cluster Health Services Chief Contracting Officer (CHSCCO).

Correspondence or inquiries related to this Contract 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 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.Feinberg@dc.gov

G.2 TYPE OF CONTRACT

This shall be a Firm Fixed Unit Price Contract with Indefinite Quantity Deliveries based on the Firm Fixed Unit Prices. Contractor shall be remunerated at a Firm Fixed Unit rate indicated in Section B for services performed. In the event of Termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed.

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

G.3.2 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 Cluster Health Services Chief Contracting Officer (CHSCCO).

G.3.3 In the event that the Contractor effects any changes at the instruction or request of any person other than the Cluster Health Services Chief Contracting Officer, the changes 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.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2016. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2016, until funds are made available to the Cluster Health Services Chief Contracting Officer (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 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTRs)

The Cluster Health Services Chief Contracting Officer (CHSCCO) shall designate COTRs who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Cluster Health Services Chief Contracting Officer (CHSCCO). The COTRs shall also review, approve and sign all invoices prior to payment by DBH. The COTRs for this procurement is:

Helen Jones, Program Monitor
Department of Behavioral Health (DBH)
Office of Fiscal Services (OFS)
64 New York Avenue, NE., Room 266B
Washington, DC 20002
Office: 202-727-8468
Fax: 202-727-0092
Email: Helen.jones@dc.gov

Theresa P. Donaldson-DePass, Program Director
Department of Behavioral Health (DBH)
Mental Health Services Division (MHSD)
35 K Street N.E.
Washington D.C. 20002
Office: 202-442-4876
Email: Theresa.donaldson@dc.gov

G.6 SUBMISSION OF INVOICE

The Contractor shall submit an original and three copies of each invoice to the following:

Accounts Payable Office
Department of Behavioral Health
64 New York Avenue – 4th Floor
Washington, DC 20002
By email: DBH.ap@dc.gov

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unite price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's 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 lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

G.7 THE QUICKPAYMENT 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: the 3rd day after the required payment date for meat or a meat product;

a) the 5th day after the required payment date for an agricultural commodity; or
b) 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 Thirty (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 a Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.7.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 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) the15th 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 Thirty (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.8 CERTIFICATION OF INVOICE

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

G.9 PAYMENT

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

G.10 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

For Contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Contractor until the CFO has received the Cluster Health Services Chief Contracting Officer (CHSCCO)'s final determination or approval of waiver of the Contractor's compliance w Cluster Health Services Chief Contracting Officer (CHSCCO) with the 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 Contractor 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 PAYMENTS

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

G.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 money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated_____, make payment of this invoice to: (Name and Address of Assignee)

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

PART I: THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Cluster Health Services Chief Contracting Officer (CHSCCO) shall be in an amount of **$1,000.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the Cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

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

H.2 CONTRACTOR LICENSE/CLEARANCES

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

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 http://dbh1.dc.gov/sites/default/files/dc/sites/dbh/publication/attachments/Procurement %20% 20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf

H.4 COST OF OPERATION

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

H.5 PROTECTION OF PROPERTY

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006 (Create Website Link)

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

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

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

H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (Create Website Link)

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

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.3) in which the Contractor shall agree that:

(1) The First Source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

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

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

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

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

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

(1) Document in a report to the Cluster Health Services Chief Contracting Officer (CHSCCO) its compliance with section H.9.4 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.9.4 and include the following documentation:
(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.9.6.

H.9.6 The Cluster Health Services Chief Contracting Officer (CHSCCO) may waive the provisions of section H.9.4 if the Cluster Health Services Chief Contracting Officer (CHSCCO) finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical

Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

H.10 PROCUREMENT PRACTICES REFORM ACT (PPRA) 2010

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

H.11 FREEDOM OF INFORMATION ACT

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

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

H.12 PUBLICITY

H.12.1 The Contractor shall at all times obtain the prior written approval from the Cluster Health Services Chief Contracting Officer (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.13 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.13.1 http://dbh1.dc.gov/sites/default/files/dc/sites/dbh/publication/attachments/Procurement%20%20Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.df

A Bidder responding to this solicitation which is required to subcontract shall be required to submit with its quotation, any subcontracting plan required by law. Quotations responding to this RFQ shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For Contracts in excess of $250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with **section I.8.**

(a) 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 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.

(b) 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 quotation and may only be amended with the prior written approval of the CO 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.

(c) 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 CO, CA, District of Columbia Auditor and the Director of DSLBD.

(d) 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 CO, CA, 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.

(e) Annual Meetings

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

(f) 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.

(g) 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 CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.14 PROTECTION OF PROPERTY

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act shall not be tolerated. Violators shall be subject to disciplinary action.

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

PART I: THE SCHEDULE

SECTION I - CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at: http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007) **(Double click on link)**

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

I.5.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

I.6.1 Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site with Link. **(Double click on link)** http://DBH1.dc.gov/page/policies-rules

I.7 OTHER CONTRACTORS

I.7.1 The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTORS

I.8.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1.8.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor Contractor.

I.9 SUSPENSION OF WORK

I.9.1 The Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (CHSCCO) in the administration of this Contractor by the Cluster Health Services Chief Contracting Officer (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.9.2 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.9.3 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 Cluster Health Services Chief Contracting Officer (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.10 STOP WORK ORDER

I.10.1 The Cluster Health Services Chief Contracting Officer (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.10.2 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 Cluster Health Services Chief Contracting Officer (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.10.3 If a stop-work order issued under this clause is canceled or the period of the extension thereof expires the Contractor shall resume work. The Cluster Health Services Chief Contracting Officer (CHSCCO), Contracts and any extension thereof expires, the Contractor shall resume work. The Cluster Health Services Chief Contracting Officer (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.10.4 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 Cluster Health Services Chief Contracting Officer (CHSCCO) decides the facts justify the action, the Cluster Health Services Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

I.10.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Cluster Health Services Chief Contracting Officer (CHSCCO) shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Cluster Health Services Chief Contracting Officer (CHSCCO) shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 INSURANCE

I.11.1 The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at his option, provide the coverage for any or all subcontractor and if so, the

evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for Thirty (30) days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

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 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.Feinberg@dc.gov

I.12 WORKERS' COMPENSATION INSURANCE

I.12.1 A policy complying with the requirements of the statutes of the jurisdiction (2) in which the Contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than $100,000/accident, $100,000/disease and $500,000/disease policy limit shall be included.

I.13 COMMERCIAL GENERAL LIABILITY INSURANCE

I.13.1 A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent Contractors and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment shall be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than $1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.13.2 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least Thirty (30) days written notice to the District, prior to any termination or material alternation.

I.14 GOVERNING LAW

I.14.1 This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public Contracts in the District.

I.15 FIRST SOURCE EMPLOYMENT AGREEMENT

I.15.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the Contract, including option periods if any.

I.16 ANTI-KICKBACK PROCEDURES

I.16.1 Definitions "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 subcontract or 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. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company or individual. "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.16.2 "Prime Contractor" as used in this clause, means a person who has entered into a prime Contract with the District.

I.16.3 "Prime Contractor employee," as used in this clause, means any officer, partner employee or agent of a prime Contractor.

I.16.4 "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.16.5 "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.16.6 "Subcontractor employee," as used in this clause, means any officer, partner, employee or agent of a subcontractor.

I.16.7 The Anti-Kick Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.16.7.1 Providing or attempting to provide or offering to provide any kickback;

I.16.7.2 Soliciting, accepting or attempting to accept any kickback; or

I.16.7.3 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.16.8. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-16.7 of this clause in its own operations and direct business relationships.

I.16.9 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-16.7 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.16.10 The Cluster Health Services Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime Contract the amount of the kickback. The Cluster Health Services Chief Contracting Officer (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 Cluster Health Services Chief Contracting Officer (CHSCCO) when the monies are withheld.

I.17 ORDER OF PRECEDENCE

I.17.1 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.17.2 Wage Determination No. 2015-4281, Revision 1, dated November 25, 2015, (Attachment J.6)

I.17.3 Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007 (Attachment J.1)

I.17.4 Sections A through J of this Contract Number **RM-16-RFP-028-BY4-MA**, Signed Amendments by Vendor and Waiver of Subcontracting Requirement

I.17.5 Best and Final Offer (BAFO) dated

I.17.6 Request for Proposal Submission dated

I.17.7 Request for Proposal Solicitation dated _____, as amended

I.17.8 DBH Policies and Rules (J.8, J.9 and J.10)

I.18 DISPUTES:

(Interim PPRA Version, July 2011) (Delete Article 14, Disputes, of the General Provisions, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts, Revised March 2007 and substitute the following Article 1.15, Disputes)

1.18.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

1.18.2 Claims by a Contractor against the District:

Claim, as used in paragraph 1.15.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

1.18.2.1 **A**ll claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Cluster Health Services Chief Contracting Officer for a decision. The Contractor's claim shall contain at least the following:

1.18.2.1.1 A description of the claim and the amount in dispute;

1.18.2.1.2 Data or other information in support of the claim;

1.18.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

1.18.2.1.4 The Contractor's request for relief or other action by the Cluster Health Services Chief Contracting Officer.

1.18.2.2 The Cluster Health Services Chief Contracting Officer (CHSCCO) may meet with the Contractor in a further attempt to resolve the claim by agreement.

1.18.2.3 The Cluster Health Services Chief Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the Cluster Health Services Chief Contracting Officer (CHSCCO) shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

1.18.2.4 The Cluster Health Services Chief Contracting Officer (CHSCCO)'s written decision shall do the following:

1.18.2.4.1 Provide a description of the claim or dispute;

1.18.2.4.2 Refer to the pertinent contract terms;

1.18.2.4.3 State the factual areas of agreement and disagreement.

1.18.2.4.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

1.18.2.4.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made or other relief to be granted;

1.18.2.4.6 Indicate that the written document is the Cluster Health Services Chief Contracting Officer (CHSCCO)'s final decision; and

1.18.2.4.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

1.18.2.5 Failure by the Cluster Health Services Chief Contracting Officer (CHSCCO) to issue a decision on a contract claim within 120 days of receipt of the claim shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

1.18.2.5.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

1.18.2.5.2 Liability under Paragraph 1.15.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

1.18.2.6 Pending final decision of an appeal, action or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Cluster Health Services Chief Contracting Officer (CHSCCO).

1.18.3 Claims by the District against a Contractor:

1.18.3.1 Claim as used in paragraph 1.15.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

1.18.3.2 The Cluster Health Services Chief Contracting Officer (CHSCCO) shall decide all claims by the District against a contractor arising under or relating to a contract.

1.18.3.2.1 The Cluster Health Services Chief Contracting Officer shall send written notice of the claim to the Contractor. The Cluster Health Services Chief Contracting Officer's written decision shall do the following:

1.18.3.2.1.1 Provide a description of the claim or dispute;

1.18.3.2.1.2 Refer to the pertinent contract terms;

1.18.3.2.1.3 State the factual areas of agreement and disagreement;

1.18.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

1.18.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made or other relief to be granted;

1.18.3.2.1.6 Indicate that the written document is the Cluster Health Services Chief Contracting Officer (CHSCCO)'s final decision; and

1.18.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

1.18.3.3 The Cluster Health Services Chief Contracting Officer (CHSCCO) shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

1.18.3.4 Before or after issuing the decision, the Cluster Health Services Chief Contracting Officer (CHSCCO) may meet with the Contractor to attempt to resolve the claim by agreement

1.18.3.5 The authority contained in this clause 1.15.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

1.18.3.6 This clause shall not authorize the Cluster Health Services Chief Contracting Officer (CHSCCO) to settle, compromise, pay or otherwise adjust any claim involving fraud.

1.18.4 Decisions of the Cluster Health Services Chief Contracting Officer (CHSCCO) shall be final and not subject to review unless the Contractor timely commences an administrative \ appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

1.18.5 Pending final decision of an appeal, action or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Cluster Health Services Chief Contracting Officer (CHSCCO).

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

PART I: THE SCHEDULE

SECTION J: WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

J.1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (**27 PAGES) (Double click on link)**
http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)

J.2 Tax Certification Affidavit (Double click on link) **(1 PAGE) (Double click on link)**
http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit

J.3 Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES) (Double click on link)**
http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85

J.4 First Source Agreement **(9 PAGES) (Double click on link)**
http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf

J.5 Office of Contracting and Procurement Bidder/Offeror Certification Form **(5 PAGES) (Double click on link**
http://dc.gov/DCPS/Files/downloads/ABOUT%20DCPS/Doing%20Business%20with%20DCPS Solicitation%20Attachments/J38CopyofBidderOfferorCertificationsForm.pdf

J.6 Wage Determination No. 2015-4281 (Revision 1) November 25, 2015
(10 PAGES) (Double click on link) http://www.wdol.gov/sca.aspx

J.7 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006)
(2 PAGES) (Double click on link)
http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf

J.8 Department of Behavioral Health Policies and Rules (**NEW) (Double click on link)**
http://DBH1.dc.gov/page/policies-rules

J.9 Level of Care Utilization System (LOCUS/CALOCUS) Evaluations
(55 PAGES) (Double click on link)
http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL161.pdf

J.10 Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs)
(18 PAGES (Double click on link)
http://DBH1.dc.gov/sites/default/files/dc/sites/DBH/publication/attachments/TL165.pdf

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

PART I: THE SCHEDULE

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles and telephone numbers of the authorized negotiators).

_____

_____

_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____
_____ an individual,

_____ a partnership
_____ a nonprofit organization or
_____ a joint venture; or

(b) If the Offeror 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 EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the **Offeror** for a Contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11 and agree to comply with them in performance of this Contract.

Offeror _____Date_____

Name_____ Title_____

Signature_____

Offeror ____has ____has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Offeror ____has ____has not filed all required compliance reports and representations indicating submission of required reports signed by proposed subcontractor. (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 Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 23 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 WALSH-HEALY ACT

K.5.1 If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000.00 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following items and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now or hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR Chapter 50-202.2). Learners, student Learners, Apprentices and Handicapped Workers may be employed at less than the prescribed minimum wage (see 41 CFR Chapter 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is $10,000.00 or more the following information **MUST** be furnished:

(c) Regular Dealer

_____ The Prospective Offeror is a Regular Dealer.
_____ The Prospective Offeror is not a Regular Dealer.

(d) Dealer Manufacture
_____ The Prospective Offeror is a Dealer Manufacture.
_____ The Prospective Offeror is not a Dealer Manufacture.

K.6 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7

http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf **(Double click on link)**

K.6.1 Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the Standard Contract Provisions.

_____

_____

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.7.1 (a) Each signature of the Offeror is considered to be a certification by the signatory that:

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

(i) those prices
(ii) the intention to submit an Offer or
(iii) the methods or factors used to calculate the prices in the Offer;

(2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and

(3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.

(b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:

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

(3) 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:

_____

(Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) 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.

(c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

K.8 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

PART I: THE SCHEDULE

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

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PART II: THE SCHEDULE

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a contract resulting from this solicitation to the responsive and responsible Offeror **whose** Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial Offer received, without discussion. Therefore, each initial Offer should contain the **Contractor** best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM ORGANIZATION AND CONTENT

L.2.1 One Original and Five (5) copies of the written Proposals shall be submitted in Two (2) separate sealed envelopes, with one titled "Technical Proposal" and the other titled "Price Proposal", which are then placed together into one large envelope. Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bound technical Proposal shall be submitted with a minimum of Five (5) pages and not to exceed the maximum of Twenty (20) pages, additional pages only for cost Proposal and supporting documentation. Proposals 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 Proposals shall "NOT" be accepted. Each Proposal shall be submitted in a sealed envelope conspicuously marked on the outside:

"Proposal in Response to Solicitation No. RM-16-RFP-028-BY4-MA" (Laboratory Services Contractor to provide Specimen Collection, Phlebotomy, Urinalysis and Results Reporting Services)

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C Scope of Work (SOW), along with the Technical Evaluation Criteria.

1. Technical Understanding of the requirement and approach
2. Personnel
3. Past Performance

L.2.3 Technical Proposal

L.2.3.1 Offeror shall also complete the following documents and submit them along with its Technical Proposal:

L.2.3.2 Solicitation, Offer and Award form (See Section L.9, below);

L.2.3.2.1 Attachment J.2 of this Sollicitation, Tax Certification Affidavit

L.2.3.2.2 Attachment J.3 of this Solicitation, Equal Employment Opportunity Form

L.2.3.2.3 Attachment J.4 of this Solicitation, First Source Agreement

L.2.3.2.4 Section K of this Solicitation, Representations, Certifications and Other Statements of Offeror

L.2.3.2.5 The names, address, phone numbers and e-mail addresses of at least One (1) but no more than Three (3) government agencies/points of contact for which the Offeror has provided the same or similar services in the last Three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)

L.2.3.2.6 Any document required by Section C and Section L.19 of this solicitation.

L.2.4 Price Proposal

L.2.4.1 Offerors shall complete Section B, Pricing Schedule to include a detail supporting Budget Narrative to explain Pricing.

L.2.4.2 The District may reject any proposal that fails to include a subcontracting plan that is required by law.

L.3 PROPOSAL SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposal must be submitted no later than. **Monday, March 14, 2016 @ 12:00 Noon (EST) to the following address AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-16-RFP-028-BY4-MA in compliance with Section L.2:**

Attn: 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 2nd Floor
Washington, DC 20002

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

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

(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District or

(c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

L.4.1 If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, Page One, Item #10 of this solicitation. The prospective Offeror shall submit questions no later than Seven (7) calendar days which shall be Tuesday, March 8, 2016 prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than Seven (7) calendar days before the date set or submission of the proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

L.5.1 Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested those recipients advise the Cluster Health Services Chief Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Cluster Health Services Chief Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

Attn: 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 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.Feinberg@dc.gov

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposals 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 proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal 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.6.2 Mark each Sheets of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTIONS YEARS

L.7.1 The Offeror shall include Option Year prices in its Price proposal. An Offer may be determined to be unacceptable if it fails to include Option Year Pricing.

L.8 PROPOSAL PROTESTS

L.8.1 Any actual or prospective Offeror 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 must have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which is apparent prior to the time set for receipt of initial Bids shall be filed with the Board prior to bid opening or the time set for receipt of initial Bids. In procurements in which Bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must 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, NW, Suite 350N,
Washington, DC 20001
Phone: (202) 727-6597
Fax: (202) 727-3993
Email: cab@dc.gov

The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.9 SIGNING OF OFFERS

L.9.1 The Offeror shall sign the Offer in BLUE INK and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's solicitation submission must be signed in BLUE INK by an authorized negotiator as identified in Section K.1 of your submission. 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 (*e.g.* Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in B**lue Ink** shall be accepted by DBH. **Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Cluster Health Services Chief Contracting Officer.**

L.10 UNNECESSARILY ELABORATE PROPOSALS

L.10.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

L.11.1 All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offeror.

L.12 PROPOSAL COSTS

L.12.1 The District is not liable for any costs incurred by the Offeror in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.13.1 In addition to other proposal submission requirements, the Contractor must submit within Ten (10) days of request an electronic copy of its proposal, 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 must be made public. The District's policy is to release

documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a) (1).

L.14 CERTIFICATES OF INSURANCE

L.14.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 prior to commencing work. Evidence of insurance shall be submitted within Ten (10) days of request by the District 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 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.Feinberg@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

L.15.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of the Offer.

L.16 BEST AND FINAL OFFERS

L.16.1 If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best and Final Offers (BAFOs) at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.,* it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are **reopened, the** Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

L.17 KEY PERSONNEL

L.17.1The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project

and shall identify the Project Manager who shall lead the day-to- day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

L.18 ACCEPTANCE PERIOD

L.18.1 The Offeror agrees that its Offer remains valid for a period of One Hundred Twenty (120) days from the solicitation's closing date.

L.19 LEGAL STATUS OF CONTRACTOR

L.19.1 Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

L.19.2 Offeror must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.19.3 If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the conditions under which work is to be accomplished. Offerors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 STANDARDS OF RESPONSIBILITY

The Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements; therefore, the Offeror shall submit the documentations listed below, within Five (5) days of the request by the District:

L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.2.1.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.21.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.21.7 If the Offeror fails to supply the information requested, the Cluster Health Services Chief Contracting Officer 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 Cluster Health Services Chief Contracting Officer shall determine the Offeror to be Non-Responsible.

L.22 OPTIONAL PRE-PROPOSAL CONFERENCE

L.22.1 **The District shall conduct an Optional Pre-Proposal Conference on Tuesday, March 1, 2016, from 1:00 P.M. – 2:00 P.M. EST** at the Department of Behavioral Health, 64 New York Avenue, N.E., 2nd Floor Conference Room 218, Washington, D.C. 20002. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than Ten (10) days after the release of the solicitation.

L.22.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the Pre-Proposal Conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Cluster Health Services Chief Contracting Officer following the close of the Pre-Proposal Conference in order to generate a formal answer, but in any event no fewer than Five (5) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation and shall be issued as an Amendment to the solicitation.

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

PART I: THE SCHEDULE

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS FOR AWARD

M.1. Preferences 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 proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1. Application of Preferences

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

M.1.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD shall receive the addition of Three (3) points on a 100-point scale added to the overall score.

M.1.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of Five (5) points on a 100-point scale added to the overall score.

M.1.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of Five (5) points on a 100-point scale added to the overall score.

M.1.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score.

M.1.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive the addition of Two (2) points on a 100-point scale added to the overall score.

M.1.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive the addition of Two (2) points on a 100-point scale added to the overall score.

M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of Two (2) points on a 100-point scale added to the overall score.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive the addition of Two (2) points on a 100-point scale added to the overall score.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of Twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 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.1.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO shall verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.1.4.2 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.1.4.3 All Contractors are encouraged to contact DSLBD at (202) 727-3900 Office; Website http://lsdbe.dslbd.dc.gov/public/certification/search.aspx. if additional information is required on certification procedures and requirements**.**

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
5	Excellent	Exceeds most, if not all requirements; no deficiencies.
4	Good	Meets requirements; no deficiencies.
3	Acceptable	Meets requirements; minor deficiencies which are correctable.
2	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's Total Technical Score shall be determined by adding the Offeror's score in each Evaluation Factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror's Total Technical Score shall be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The Total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points. **Proposals shall be evaluated based on the following evaluation factors** in the manner described below:

M.3.1 TECHNICAL CRITERIA

Technical Understanding of the Requirement and Technical Approach (40 Points)

Offeror must describe its history in providing Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services for DBH authorized Adults and Youth in the District of Columbia.

Offeror should specifically describe a plan to deliver Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services for DBH authorized Adults and Youth in the District of Columbia. Services shall Support DBH Direct and Indirect Clinicians to meet Consumer Diagnosis, Monitoring and Treatment requirements.

Management Plan (20 Points)

Offeror must describe staff performing the specialized services required, updated certifications and ongoing trainings.

Offeror must include resumes; along with job descriptions

Quality Improvement Plan **(20 Points)**

Offeror must describe quality improvement plan for providing Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services for DBH authorized Adults and Youth in the District of Columbia.

Past Performance Criteria **(10 Points)**

Offeror must list at least Two (2) types of Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services provided over the past Five (5) years including funding sources and type of Contract for Specimen Collection, Laboratory Testing and Drug Screening, Phlebotomy, Urinalysis and Results Reporting Services. The length of these Contracts, number of individuals served per Contract, level of care provided and a letter of support are also required.

M.3.2 PRICE CRITERION **(10 Points Maximum)**

The Price Evaluation shall be objective. The Offeror with the Lowest Price shall receive the maximum Price Points. All other Proposals shall receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

TOTAL POINTS 100

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.3.2
(12 Points Maximum)

M.3.4 MAXIMUM TOTAL POINTS **(112 Points Maximum)**

Total Points shall be the cumulative total of the Offeror's Technical Criteria Points, Price Criterion Points and Preference Points, if any.

M.4 EVALUATION OF OPTION YEARS

RESERVED

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the Small Business Enterprise (SBE) in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in a Development Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any Vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Cluster Health Services Chief Contracting Officer shall verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.4.3 All Contractors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination when delivery, installation and acceptance are at that or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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