



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

**INVITATION FOR BID (IFB)**

**RM-013-IFB-036-BY4-DJW for WASTE MANAGEMENT SERVICES**

The District of Columbia, Department of Mental Health(DMH), Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Treatment and Disposal of all Solid Waste generated by DMH buildings located at Saint Elizabeths Hospital, Mental Health Services Division and the Comprehensive Psychiatric Emergency Program. The Contractor shall provide all the necessary labor, supervision, equipment, parts, materials and supplies.

Opening Date: October 10, 2012  
Closing Date: October 31, 2012  
Closing Time: 2:00 P.M.

To obtain a copy of the Invitation for Bid (IFB) please contact Denise J. Wells, Contract Specialist, at:

**D.C. Department of Mental Health** | Contracts and Procurement Services  
609 H Street, NE – 4<sup>th</sup> Floor Washington DC 20002  
Tel: 202.671-3174| Fax: 202.671-3395

[denise.wells@dc.gov](mailto:denise.wells@dc.gov) or visit our website at [www.dmh.dc.gov](http://www.dmh.dc.gov) (click on Business Opportunities)

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

Any and all questions pertaining to this IFB must be submitted in writing via E-Mail no later than ten (10) days prior to the closing of this Solicitation to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE 4th Floor  
Washington, DC 20002  
[samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)

There shall be a **MANDATORY** Site Visit scheduled for Wednesday, October 17, 2012 @ 1:00 PM EST at Saint Elizabeths Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 609 H STREET, NE 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 52</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-013-IFB-036-BY4-DJW</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: <b>October 10, 2012/October 31, 2012 @ 2:00 P.M. EST</b>
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>
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x	B	Supplies/Services and Price/Costs		<b>PART III – List of Documents, Exhibits and Other Attach</b>			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
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x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	L	Instrs. Conds., & Notices to The Contractors	
x	G	Contract Administration		x	M	Evaluation Factors for Award	
x	H	Special Contract Requirements					

**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

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

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

**AWARD (To be completed by the DMH)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM		

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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## **SECTION B**

### **SUPPLIES/SERVICES AND PRICE/COSTS**

#### **B.1 PURPOSE OF SOLICITATION**

B.1.1 The District of Columbia, Department of Mental Health(DMH), Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Treatment and Disposal of all Solid Waste generated by DMH buildings located at Saint Elizabeths Hospital, Mental Health Services Division and the Comprehensive Psychiatric Emergency Program. The Contractor shall provide all the necessary labor, supervision, equipment, parts, materials and supplies.

#### **B.2 CONTRACT TYPE**

B.2.1 This is a Firm Fixed Price Contract. The Contractor shall invoice in accordance with the rates outlined in the Schedule B Pricing Schedule.

#### **B.3 PERIOD OF PERFORMANCE**

B.3.1 The Period of Performance (POP) under this Contract shall be from Date of Award for One Year with Four (4) One Year Option Periods.

#### **B.4 RESPONSE TO THIS INVITATION FOR BID (IFB)**

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

Denise J. Wells, CPPB  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE 4<sup>th</sup> Floor  
Washington, DC 20002  
Email: [denise.wells@dc.gov](mailto:denise.wells@dc.gov)  
Telephone: 202-671-3174

#### **BID SUBMISSIONS**

B.4.2 Bid shall be submitted no later than 2:00 p.m. local time on **Wednesday, October 31, 2012** to the following address and clearly marked that it is a Bid with the solicitation number: **RM-013-IFB-036-BY4-DJW**.

Department of Mental Health  
Contracts and Procurement Services, 2<sup>nd</sup> Floor  
609 H Street, NE 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer

#### **B.4.3. OPTIONAL PRE-BID CONFERENCE**

An Optional Pre-Bid Conference shall be held at Department of Mental Health **609 H Street, NE, Washington, D.C. 20002, 4<sup>th</sup> Floor, Conference Room C on Thursday, October 18, 2012 at 12:00 PM EST.** Prospective Bidders shall be given an opportunity to ask questions regarding this solicitation at the conference.

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

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

#### **B.5 SUBCONTRACTING PLAN**

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

**B.6 PRICING SCHEDULE – BASE YEAR**

B.6.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation. (Section C.3)

<b>B. Pricing Schedule</b>		<b>SOLICITATION # RM-013-IFB-036-BY4-DJW</b>			
<b>Contract Line Item No.</b>	<b>Schedule B Pricing</b> The Contractor shall provide Services based upon individual rates for each pound of waste disposed of and agrees to Treat and Dispose of all Solid Waste Per the Following rates. The Period of Performance under this Contract is Date of Award for One Year with Four One Year Option Periods	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
001	Municipal Solid Waste (55,000 per month X 12)	660,000	Lbs.	\$ _____	\$ _____
002	Regulated Medical Waste (2,500 per month X 12)	30,000	Lbs.	\$ _____	\$ _____
003	Red 90 gal towable plastic medical waste dumpsters (12 per month x12)	144	Each	\$ _____	\$ _____
004	Municipal Solid Waste Compactor -40 yd (1 per month x 12)	12	Each	\$ _____	\$ _____
005	Main Stream Recycling 40 yd. Compactor (1per month x 12)	12	Each	\$ _____	\$ _____
006	Laborer On Site (1 laborer per month x 12)	787	Hours	\$ _____	\$ _____
007	Transport Utility Vehicle (1 per month x 12)	12	<b>No Cost</b>	\$ _____	\$ _____
008	Freestanding hoppers (2 per month x 12 months)	24	Each	\$ _____	\$ _____
009	Plastic Towable Dumpserts (1 per month X 12 months)	12	Each	\$ _____	\$ _____
010	Recyclables Totes Mixed (10 per month X 12 months)	120	Each	\$ _____	\$ _____
011	Cardboard Desktop Recyclers		<b>No Cost</b>	\$ _____	\$ _____
012	Cardboard Desktop Recyclers		<b>No Cost</b>	\$ _____	\$ _____
013	Training (Policy & Procedures Manual Training Manual)	80	Hours	\$ _____	\$ _____
014	Clear plastic trash bags for recycling bins	As needed	<b>No Cost</b>	\$ _____	\$ _____
015	Black plastic trash bags for recycling bins	As needed	<b>No Cost</b>	\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

**B.7 PRICING SCHEDULE – OPTION YEAR ONE (1)**

B.7.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation. (Section C.3)

B. Pricing Schedule		SOLICITATION # RM-013-IFB-036-BY4-DJW			
Contract Line Item No.	Schedule B Pricing The Contractor shall provide Services based upon individual rates for each pound of waste disposed of and agrees to Treat and Dispose of all Solid Waste Per the Following rates. The Period of Performance under this Contract is Date of Award for One Year with Four One Year Option Periods	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
001	Municipal Solid Waste (55,000 per month X 12)	660,000	Lbs.	\$ _____	\$ _____
002	Regulated Medical Waste (2,500 per month X 12)	30,000	Lbs.	\$ _____	\$ _____
003	Red 90 gal towable plastic medical waste dumpsters (12 per month x12)	144	Each	\$ _____	\$ _____
004	Municipal Solid Waste Compactor -40 yd (1 per month x 12)	12	Each	\$ _____	\$ _____
005	Main Stream Recycling 40 yd. Compactor (1per month x 12)	12	Each	\$ _____	\$ _____
006	Laborer On Site (1 laborer per month x 12)	787	Hours	\$ _____	\$ _____
007	Transport Utility Vehicle (1 per month x 12)	12	No Cost	\$ _____	\$ _____
008	Freestanding hoppers (2 per month x 12 months)	24	Each	\$ _____	\$ _____
009	Plastic Towable Dumpserts (1 per month X 12 months)	12	Each	\$ _____	\$ _____
010	Recyclables Totes Mixed (10 per month X 12 months)	120	Each	\$ _____	\$ _____
011	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
012	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
013	Training (Policy & Procedures Manual Training Manual)	80	Hours	\$ _____	\$ _____
014	Clear plastic trash bags for recycling bins	As needed	No Cost	\$ _____	\$ _____
015	Black plastic trash bags for recycling bins	As needed	No Cost	\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

**B.8 PRICING SCHEDULE – OPTION YEAR TWO (2)**

B.8.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation.  
(Section C.3)

B. Pricing Schedule		SOLICITATION # RM-013-IFB-036-BY4-DJW			
Contract Line Item No.	Schedule B Pricing The Contractor shall provide Services based upon individual rates for each pound of waste disposed of and agrees to Treat and Dispose of all Solid Waste Per the Following rates. The Period of Performance under this Contract is Date of Award for One Year with Four One Year Option Periods	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
001	Municipal Solid Waste (55,000 per month X 12)	660,000	Lbs.	\$ _____	\$ _____
002	Regulated Medical Waste (2,500 per month X 12)	30,000	Lbs.	\$ _____	\$ _____
003	Red 90 gal towable plastic medical waste dumpsters (12 per month x12)	144	Each	\$ _____	\$ _____
004	Municipal Solid Waste Compactor -40 yd (1 per month x 12)	12	Each	\$ _____	\$ _____
005	Main Stream Recycling 40 yd. Compactor (1per month x 12)	12	Each	\$ _____	\$ _____
006	Laborer On Site (1 laborer per month x 12)	787	Hours	\$ _____	\$ _____
007	Transport Utility Vehicle (1 per month x 12)	12	No Cost	\$ _____	\$ _____
008	Freestanding hoppers (2 per month x 12 months)	24	Each	\$ _____	\$ _____
009	Plastic Towable Dumpserts (1 per month X 12 months)	12	Each	\$ _____	\$ _____
010	Recyclables Totes Mixed (10 per month X 12 months)	120	Each	\$ _____	\$ _____
011	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
012	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
013	Training (Policy & Procedures Manual Training Manual)	80	Hours	\$ _____	\$ _____
014	Clear plastic trash bags for recycling bins	As needed	No Cost	\$ _____	\$ _____
015	Black plastic trash bags for recycling bins	As needed		\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date



**B.9 PRICING SCHEDULE – OPTION YEAR THREE (3)**

B.9.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation. (Section C.3)

B. Pricing Schedule		SOLICITATION # RM-013-IFB-036-BY4-DJW			
Contract Line Item No.	Schedule B Pricing The Contractor shall provide Services based upon individual rates for each pound of waste disposed of and agrees to Treat and Dispose of all Solid Waste Per the Following rates. The Period of Performance under this Contract is Date of Award for One Year with Four One Year Option Periods	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
001	Municipal Solid Waste (55,000 per month X 12)	660,000	Lbs.	\$ _____	\$ _____
002	Regulated Medical Waste (2,500 per month X 12)	30,000	Lbs.	\$ _____	\$ _____
003	Red 90 gal towable plastic medical waste dumpsters (12 per month x12)	144	Each	\$ _____	\$ _____
004	Municipal Solid Waste Compactor -40 yd (1 per month x 12)	12	Each	\$ _____	\$ _____
005	Main Stream Recycling 40 yd. Compactor (1per month x 12)	12	Each	\$ _____	\$ _____
006	Laborer On Site (1 laborer per month x 12)	787	Hours	\$ _____	\$ _____
007	Transport Utility Vehicle (1 per month x 12)	12	No Cost	\$ _____	\$ _____
008	Freestanding hoppers (2 per month x 12 months)	24	Each	\$ _____	\$ _____
009	Plastic Towable Dumpserts (1 per month X 12 months)	12	Each	\$ _____	\$ _____
010	Recyclables Totes Mixed (10 per month X 12 months)	120	Each	\$ _____	\$ _____
011	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
012	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
013	Training (Policy & Procedures Manual Training Manual)	80	Hours	\$ _____	\$ _____
014	Clear plastic trash bags for recycling bins	As needed	No Cost	\$ _____	\$ _____
015	Black plastic trash bags for recycling bins	As needed		\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

**B.10 PRICING SCHEDULE – OPTION YEAR FOUR (4)**

B.10.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation. (Section C.3)

B. Pricing Schedule		SOLICITATION # RM-013-IFB-036-BY4-DJW			
Contract Line Item No.	Schedule B Pricing The Contractor shall provide Services based upon individual rates for each pound of waste disposed of and agrees to Treat and Dispose of all Solid Waste Per the Following rates. The Period of Performance under this Contract is Date of Award for One Year with Four One Year Option Periods	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
001	Municipal Solid Waste (55,000 per month X 12)	660,000	Lbs.	\$ _____	\$ _____
002	Regulated Medical Waste (2,500 per month X 12)	30,000	Lbs.	\$ _____	\$ _____
003	Red 90 gal towable plastic medical waste dumpsters (12 per month x12)	144	Each	\$ _____	\$ _____
004	Municipal Solid Waste Compactor -40 yd (1 per month x 12)	12	Each	\$ _____	\$ _____
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006	Laborer On Site (1 laborer per month x 12)	787	Hours	\$ _____	\$ _____
007	Transport Utility Vehicle (1 per month x 12)	12	No Cost	\$ _____	\$ _____
008	Freestanding hoppers (2 per month x 12 months)	24	Each	\$ _____	\$ _____
009	Plastic Towable Dumpserts (1 per month X 12 months)	12	Each	\$ _____	\$ _____
010	Recyclables Totes Mixed (10 per month X 12 months)	120	Each	\$ _____	\$ _____
011	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
012	Cardboard Desktop Recyclers		No Cost	\$ _____	\$ _____
013	Training (Policy & Procedures Manual Training Manual)	80	Hours	\$ _____	\$ _____
014	Clear plastic trash bags for recycling bins	As needed	No Cost	\$ _____	\$ _____
015	Black plastic trash bags for recycling bins	As needed		\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Date

**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C. SCOPE OF WORK:**

The District of Columbia, Department of Mental Health(DMH), Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Treatment and Disposal of all Solid Waste generated by DMH buildings located at Saint Elizabeths Hospital, Mental Health Services Division and the Comprehensive Psychiatric Emergency Program. The Contractor shall provide all the necessary labor, supervision, equipment, parts, materials and supplies. The four (4) different DMH locations each have a specific statement of work that shall meet their individual needs as follows:

**C.1 Location #1 – Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC**

The Contractor shall provide equipment and supplies required to Collect, Transport and Dispose of Solid and Medical Waste and Recyclables for One (1) Municipal Solid Waste 40 yd Compactor, One (1) Main Stream Recycling 40 yd. Compactor, Two (2) free standing hoppers one (1)for each compactor, Twelve (12) red towable plastic medical waste dumpsters, One (1) On-sight Laborer, One (1) transport utility vehicle, As-needed cardboard recycling bins and replacement trash bags, As needed replacement trash bags for outside trash containers, As-needed cardboard desktop recyclers and Ten (10) mixed recyclable totes. (See Schedule B). Services shall be provided 5 days a week by the onsite laborer for compacting waste removal and recycling items placed on the back loading dock, removing recycling from areas throughout the hospital and transporting to the recycling compactor located on the back dock for compacting. The onsite laborer shall also work a maximum of two hours on holidays to remove trash from outside trashcans and place in the solid waste compactor, compact all solid trash and recyclable placed on the back dock. Emergency services to trouble shoot/repair compactors shall be provided on weekdays, holidays and weekends.

C.1.1 The Contractor shall provide waste stream analysis and training on an as needed basis to DMH/SEH to promote environmental best practices and compliance with programs that shall be implemented from time to time by and between DMH/SEH and Contractor. The Contractor shall provide site-specific Policy and Procedures Manual. (See Schedule B).

C.1.2 The Contractor shall provide disposal of all solid waste and recyclables for the following: (1) Flat rate disposal of 55,000 lb MSW/per month, (2) Flat rate disposal of 2,566 lb RMW/ PER MONTH, AND (3) Flat rate disposal of all recyclables/per month. (See Schedule B).

C.1.3 The Contractor shall obtain all permits, licenses or other approvals required for the provision of work described hereto limited to processing and disposing of non-hazardous waste.

C.1.4 The Contractor shall conduct tests to validate the equipment meets the specifications and requirements, which tests shall be performed to DMH/SEH reasonable satisfaction. DMH/SEH shall have a representative present to observe all such testing.

Acceptance of the equipment and installation services by DMH/SEH shall not affect or prejudice any and all rights or remedies of DMH/SEH for defects or deficiencies in the performance and/or installation of equipment after acceptance.

- C.1.5 Services shall include but is not limited to the following sites located in the facility and on the grounds of Saint Elizabeths Hospital, 1100 Alabama Ave., SE, Washington, DC
- a) Saint Elizabeths Hospital
  - b) Individual In Care Areas
  - c) Administrative Offices/Work Stations
  - d) Clinical Areas/Nursing Stations
  - e) Recreation Areas (Interior & Exterior)
  - f) Patios
  - g) Dining Areas
  - f) Training Areas
  - g) Medical Areas
  - h) Gate 5
  - i) Gate 6
  - j) Parking Lot
  - k) Roadway from Gate 5 to hospital

**Services that shall be provided by on-site (SEH) laborer:**

- a) Remove and dispose of all recyclable (using the recyclable compactor) items located in recyclable bins throughout the facility.
- b) Dispose of all municipal solid waste (using the MSW compactor)
- c) Empty all trash from outside trash bins located on the grounds, parking lots, sidewalks and roadways of Saint Elizabeths Hospital
- d) Pick- up trash spilled from outside trash bins
- e) Pick up trash spilled from compactors
- f) Remove spilled trash from back docks

**C.2 Location #2 – Comprehensive Psychiatric Emergency Program (CPEP) 1905 E Street, SE Building 14**

- C.2.1 The Contractor shall provide equipment required to collect, transport and dispose of solid waste for 1-4 yd front load service located in the adjacent parking area near Building 14.
- C.2.2 The Contractor shall provide pick-up and disposal of all municipal solid waste **twice weekly on Tuesdays and Fridays for 1-4 yd** front load service.
- C.2.3 The Contractor shall provide pick-up and disposal of up to four (4) regulated medical infectious waste red bags and boxes as needed once per month. The Contractor shall provide one (1) carton of hazardous waste bags and decals as needed. The medical infectious waste is located in the locked cabinets in Room 3.

**C.3 Two (2) Locations – Mental Health Services Division (MHSD)**

**Location #3 35 K Street, NE Washington, DC 20002**

**Location #4 821 Howard Road, SE Washington, DC 20020**

- C.3.1 The Contractor shall provide Waste Management Services - Removal of Municipal Solid Waste (MSW) and Front Load **Service 5 DAYS/WEEK at each MHSD site.**
- C.3.2 The Contractor shall provide Waste Management Services - removal of Regulated Medical Waste (RMW) on a **monthly basis at each MHSD sites – 35K Street, NE, Washington, DC 20002 and 821 Howard Road, SE Washington, DC 20020.**
- C.3.3 The Contractor shall provide Waste Management Services - **recycle services on a monthly basis at each MHSD Sites.**
- C.3.4 The Contractor shall provide all equipment and material required to perform this Contract—including Collect, Transport and Dispose of Solid and Medical Waste and Recyclables for both MHSD Sites. Equipment and accessories shall consist of Front end Load Truck, suitable dumpsters, containers, cardboard recycle bins and recycle totes as needed.
- C.3.5 The Contractor shall provide waste stream analysis and advise the Contracting Officer Technical Representative (COTR) on ways to promote environmental best practices and compliance during the period of the Contract. Contractor shall provide site specific Policy and Procedures Manual.
- C.3.6 The Contractor shall provide disposal of all solid and medical waste and recyclables for a flat rate disposal per month.

**C.4 CONTRACTOR RESPONSIBILITY**

- C.4.1 The Contractor shall be responsible for cleaning up any spills from surrounding area where dumpster is housed when performing front end load pickup.
- C.4.2 The Contractor shall satisfy all applicable regulatory agency requirements by obtaining all permits, licenses or other approvals required for the provision of work described hereto limited to processing and disposing of hazardous and non-hazardous waste. The Contractor shall conduct tests to validate that the equipment meets the specifications and requirements, which tests shall be performed to reasonable satisfaction.
- C.4.3 The Contractor shall manage the total work effort associated with the operations and all services required herein to assure fully adequate and timely completion of services. Included in these functions but not limited to are planning, scheduling, cost accounting, report preparation, establishing and maintaining records and quality control. The Contractor shall initiate any manifest required by the licensing agency(s) to track the movement of hazardous waste.
- C.4.4 The Contractor shall provide regulatory interpretation to determine requirements for the proper classification, segregation, transportation and disposal of all hazardous wastes. The Contractor shall be responsible for any damages to equipment, surfaces, and existing structures which are excluded from the scope of work.

Any and all damages to such equipment, surfaces, and existing structures shall be fully restored or replaced by the contractor within five (5) working days.

- C.4.5 The Contractor shall warrant that all equipment and materials furnished under this Contract shall be in accordance with the equipment listed in Schedule B Pricing. The Contractor shall accomplish all work in a professional manner and shall be free from defects.
- C.4.6 The Contractor shall warrant that all equipment furnished are free of all claims, liens or encumbrances except those securing direct interest of Contractor's primary financial institution.
- C.4.7 The Contractor shall without charge replace or repair any equipment or material or correct any workmanship of Contractor or any Subcontractor reasonably found by the COTR not to conform to the requirements.
- C.4.8 Electrical Power and water are available in the areas of work. However, the Contractor shall inspect the area(s) to verify the availability of various utilities. The Contractor shall provide a minimum of seventy two (72) hours notice to the COTR or designee if utility shut down is required. All of the necessary equipment including valves, fittings, piping, wiring (if required), shall be provided and installed by the Contractor.

#### **C.5 SECURITY**

- C-5.1 All Contract employees must provide their name, company badges and any other appropriate identification to the Safety Officer at Gate 5 to gain access onto the grounds of Saint Elizabeths Hospital. All contract employees must also check in at the Saint Elizabeths Hospital, Solution Center and shall be properly identified with badges by the Saint Elizabeths Hospital (SEH) Safety (formerly Security) Department prior to entering the facility. The Contractor shall be responsible to ensure that all materials, vehicles, equipment, etc. are properly secured at all times during performance of the contract. The DMH buildings are smoke-free buildings. It shall be the Contractors responsibility to ensure that his/her employees comply with the facilities smoke-free policy. A copy of the policy shall be provided during the Post Award Conference.

#### **C.6 GENERAL REQUIREMENTS**

- C.6.1 The Contractor shall upon completion of any repairs, the Contractor shall provide a written report of the repairs performed to the Director, Logistics and Materials Management (DLAMM) no later than five (5) business days after said repairs (emergency repairs – report and invoice due next business day). The COTR or Designee shall inspect the repairs) and shall approve or disapprove the repairs(s). If repairs(s) are disapproved, the Contractor shall correct all deficiencies noted within one (1) business day at no additional cost to the DMH.
- C.6.2 All repairs shall be warranted for both materials and labor for a period of one (1) calendar year from the date of acceptance of repairs. The Contractor shall provide to the COTR or Designee all warranties no later than five (5) working days after acceptance of repairs.

- C.6.3 The Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by the District's Electrical and other applicable codes.

**C.7 RESPONSE TIME FOR EMERGENCY WORK**

- C.7.1 The Contractor shall respond to all emergencies within one (1) hour of notification from the COTR or designee, to include weekends and holidays.
- C.7.2 The Contractor shall troubleshoot the problem and provide a written and/or verbal report including a cost estimate and length of time to perform necessary repairs within four (4) hours from the time the problem was first reported to the Contractor or detected by the Contractor to the COTR. Written and/or verbal authorization followed by a hard copy of authorization shall be provided by the COTR.

The Contractor shall start the work immediately upon receipt of written and/or verbal authorization. A hard copy shall follow within one (1) day. The Contractor shall replace defected equipment and accessories upon notification.

**C.8 WARRANTY**

- C.8.1 All repairs and parts repaired or replaced shall be guaranteed for one (1) year from the date of acceptance of the work. Warranties must be submitted to the COTR within ten (10) working days after completion of work.

**C.9 REPAIR PARTS SUPPLIED BY THE CONTRACTOR**

- C.9.1 All parts furnished by the Contractor, unless otherwise authorized, shall conform to the original manufacturer's specifications or an approved equal. All replacement items shall be approved by the COTR.

**C.10 CLEANING OF SITE**

- C.10.1 Upon completion of work, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay prior to final acceptance of the work. Contractor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment generated from the performance of the contract.

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

**SECTION D**  
**PACKAGING AND MARKING**  
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<b>D-1 and D-2</b>	PACKAGING AND MARKING	22



**SECTION D: PACKAGING AND MARKING**

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

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**  
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CLAUSE NO.	CLAUSE TITLE	PAGE NO.
E-1	References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4 <a href="http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%200307.pdf">http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf</a> (To open, “right click on mouse,” select “open hyperlink select “OK”)	
E-2	TERMINATION BY CONTRACTOR	

**SECTION E: DELIVERY, INSPECTION AND ACCEPTANCE**

**E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

- E-1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4  
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%20307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

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

**PART I - THE SCHEDULE**  
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**PART I - THE SCHEDULE**

**SECTION F**

**DELIVERY AND PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE (POP)**

F.1.1 Performance under this Solicitation shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be from the Date of Award for One Year with Four (4) One Year Option Periods. Option periods shall be exercised and renewed at the sole and absolute discretion of the Department of Mental Health (DMH), based upon favorable annual reviews and annual appropriated funding.

**F.2 DELIVERY OF DELIVERABLES**

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

**F-3 OFFEROR NOTICE REGARDING LATE PERFORMANCE**

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

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F-4.1 The District may extend the term of this Contract for a period of Four (4), One (1) Year Option Periods, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option and satisfactory performance. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

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

**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## **PART I: THE SCHEDULE**

### **SECTION G**

#### **CONTRACT ADMINISTRATION DATA**

##### **G.1 CONTRACT ADMINISTRATION**

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

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
609 H Street, NE – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
(202) 671-3395 - Fax  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

##### **G.2 TYPE OF CONTRACT**

- G.2.1 This is a Fixed Price Contract. The Contractor shall be remunerated at a fixed unit rate as indicated in Section B. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during increment of 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 Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.

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 Director, Contracts and Procurement/Agency Chief Contracting Officer only.

**G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

- G.4.1 The District Government operates by the Fiscal Year which commences on October 1, and ends on September 30. Funds are not presently available for performance under this Contract beyond September 30, 2013. DMH'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 DMH for any payment may arise for performance under this Contract beyond September 30, 2013 until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

**G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

- G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH.

The COTR's for this Procurement are:

Theresa Donaldson-DePass (MHSD)  
Program Director  
Department of Mental Health  
Mental Health Services Division  
35 K Street, NE  
Washington, DC 20002  
Tele: 202-442-4876  
Cell: 202-360-7891  
E-mail:theresa.donaldson@dc.gov

Donna Moran, Director (SEH)  
Logistics and Materials Management  
Room # 158  
Saint Elizabeths Hospital  
1100 Alabama Ave., SE  
Washington, DC 20032  
Tele: 202-299-5420  
Cell: 202-438-0308



E-mail: donna.moran@dc.gov

Cynthia Holloway, (CPEP)  
Director, Crisis & Emergency Services  
Comprehensive Psychiatric Emergency Program (CPEP)  
Department of Mental Health  
DC General Hospital Campus, Bldg #14  
Tele: 202-673-9312  
Fax: 202-698-3171  
E-mail: Cynthia.holloway@dc.gov

**G.6 SUBMISSION OF INVOICE**

- G.6.1 The Contractor shall submit proper Invoices on a monthly basis or as otherwise specified in Section G.4 Invoices shall be prepared with an Original and Three Copies for submission to the DMH Chief Financial Officer (DMH/CFO) The address of the DMH/CFO is:

Department of Mental Health  
Accounts Payable Office  
64 New York Avenue, NE 6<sup>th</sup> Floor  
Washington, DC 20002  
or email to [dmh.ap@dc.gov](mailto:dmh.ap@dc.gov)

- G.6.2 To constitute a proper Invoice, the Contractor shall submit the following information on the invoice:
- G.6.3 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.6.4 Contract number and invoice number;
- G.6.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.6.6 Other supporting documentation or information, as required by the Contracting Officer;
- G.6.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.6.8 Name, title, phone number of person preparing the invoice;
- G.6.9 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2 above) to be notified in the event of a defective invoice; and
- G.6.10 Authorized signature.

**G.7 CERTIFICATION OF INVOICE**

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

**G.8 PAYMENT**

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

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

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

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

**PART I: THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## **PART I: THE SCHEDULE**

### **SECTION H**

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$1000.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

H.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the Contractor's control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

##### **H.2. CONTRACTOR LICENSE/CLEARANCES**

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

##### **H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

H.3.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.

- (d) "Designated Record Set" means:
1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
  2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

### H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.

- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a sub-contractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use

protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed

that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### H.3.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such Limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance
- (c) with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

#### H.3.5 Permissible Requests by DMH

- (a) DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

### H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

### H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.



- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

#### **H.4 COST OF OPERATION**

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

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

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

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

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

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

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

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

**PART II: CONTRACT CLAUSES**

**CONTRACT CLAUSES**

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## **SECTION I: CONTRACT CLAUSES**

### **I.1 GOVERNING LAW**

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

### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

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

### **I.3 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C3126%7C.asp>

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

I.5.1 Reserved.

### **I.6 SUSPENSION OF WORK**

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

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

I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**I.7 STOP WORK ORDER**

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.2).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director,  
  
Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I.8 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

- I.9 This section is reserved for Future Use

**I.10 ANTI-KICKBACK PROCEDURES**

Definitions:

- I.10.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.
- I.10.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.10.3 "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.10.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.
- I.10.5 "Prime Contractor employee," as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.10.6 "Subcontract," as used in this clause means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.10.7 "Subcontractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contractor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier sub-contractor.

- I.10.8 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.10.9 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.10.10 Providing or attempting to provide or offering to provide any kickback;
- I.10.11 Soliciting, accepting, or attempting to accept any kickback; or
- I.10.12 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.10.13 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-9 of this clause in its own operations and direct business relationships.
- I.10.14 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.10.15 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

**I.11 INSURANCE**

- I.11.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.
- I.11.2 **Bodily Injury:** The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.11.3 **Property Damage:** The Contractor shall carry property damage insurance of \$20,000 per occurrence.
- I.11.4 **Workers Compensation:** The Contractor shall carry workers’ compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers’ compensation laws of the District.
- I.11.5 **Employers Liability:** The Contractor shall carry employer’s liability coverage of at least \$100,000 per employee.

- I.11.6 **Automobile Liability Insurance:** The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.11.7 **Professional Liability:** The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.11.8 All insurance provided by the Contractor as required by this section except Workers' Compensation and Employers' Liability, comprehensive automobile liability insurance and the professional liability coverage, shall set forth the District as an additional loss payee. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by DMH. The policies of insurance shall provide for at least thirty (30) days written notice to DMH prior to this termination or material alteration.
- I.11.9 Notwithstanding the foregoing, DMH agrees that Contractor may maintain general liability (bodily injury and property damage) insurance and professional liability insurance with protection provided through Contractor's self-insurance program.

## **I.12 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.13 FIRST SOURCE EMPLOYMENT AGREEMENT**

- I.13.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

## **I.14 SUBCONTRACTORS**

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

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

**I.15 ORDER OF PRECEDENCE**

I.15.1 The Contract awarded as a result of this Contract shall contain the following clause:

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

- I.15.2 Settlement Agreement Dated September 8, 2011 in DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (Dixon Settlement Agreement) (J.3)
- I.15.3 Section A through M of this Solicitation Number RM-013-IFB-036-BY4-DJW
- I.15.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010 (Attachment J.1)
- I.15.5 DMH Policies and Rules (J.9)
- I.15.6 Tax Certification Affidavit (J.7)
- I.15.7 EEO Policy Package (J.4)
- I.15.8 First Source Agreement (J.5)
- I.15.9 Wage Determination No. 2005-2103 (Revision No. 13, June 13, 2011) (J.2)

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



**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS**

- J.1 STANDARD CONTRACT PROVISIONS (JULY 2010)**  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_ProvisionsJuly2010.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf)
- J.2 WAGE DETERMINATION (REVISION 13, JUNE 13, 2011) (10 Pages)**  
Wage Determination – <http://www.wdol.gov/new>
- J.3 SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (DIXON SETTLEMENT AGREEMENT) (Double click on link) (22 PAGES)**  
[http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement\\_Agreement.pdf](http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf)
- J.4 EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 (6 Pages)**  
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5 FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)**  
<http://ocp.dc.gov/DC/OCP/Vendor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6 RESERVED**
- J.7 TAX CERTIFICATION AFFIDAVIT (1 Page)**  
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.8 LIVING WAGE ACT FACT SHEET (THE WAY TO WORK) (2 Pages)**  
AMENDMENT ACT OF 2006  
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.9 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES (New)**  
<http://www.dmh.dc.gov/dmh/cwp/view.a,3,q,621393,dmhNav,%7C31262%7C.asp> (Total 85 Pages)

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

**SECTION K**

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

Bidder/Offeror Certification Form  
Available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"

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

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

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

**L.1 METHOD OF AWARD**

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

L.1.2 The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Bidder who has the lowest Bid.

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

L.2.1 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.2 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.3 The Bidder must bid on all Contract Line Item Number's (CLIN) to be considered for this award. Failure to do so may result in the Bid being rejected.

L.2.4 The Bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a Bid rejection.

**L.3 FAMILIARIZATION WITH CONDITIONS**

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

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

**L.4.2 BID SUBMISSIONS**

L.4.3 Bid shall be submitted **no later than 2:00 p.m. local time on Wednesday October 31, 2012** to the following address **AND CLEARLY MARKED THAT IT IS A BID WITH THE SOLICITATION NUMBER: RM-013-IFB-036-BY4-DJW.**

**Department of Mental Health  
Contracts and Procurement Services, 4<sup>th</sup> Floor  
609 H Street, NE 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer**

**L.4.3 Withdrawal or Modification of Bids**

L.4.4 A Bidder may modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

**L.4.4 Postmarks**

L.4.5 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the 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 Offeror can furnish evidence from the postal authorities of timely mailing.

**L.4.6 Late Modifications**

L.4.7 A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.4.8 Late Bids**

L.4.9 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.5 ERRORS IN BIDS**

L.5.1 Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.6 QUESTIONS ABOUT THE SOLICITATION**

L.6.1 If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the question in writing to:

**Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer**

The prospective Bidder should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ten (10) days before the date set for submission of bids. The District shall furnish responses via an amendment to the solicitation. Amendments shall be issued if the Agency Chief Contracting Officer decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District Officials before the award of the Contract shall not be binding.

**L.7 BID PROTESTS**

L.7.1 Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

**L.8 ACKNOWLEDGMENT OF AMENDMENTS**

L.8.1 The Offeror 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 shall receive the acknowledgment by the date and time specified for receipt of offers. Bidders' failure to acknowledge an amendment may result in rejection of the offer.

**L.9 BIDS WITH OPTION YEARS**

L.9.1 The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.10 LEGAL STATUS OF OFFEROR**

Each bid shall provide the following information:

- L.10.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.10.2 A copy of each District of Columbia license, registration or certification which 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.10.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.11 BID OPENING**

- L.11.1 The District shall make publicly available the name of each Bidder, the Bid Price, and other information that is deemed appropriate.

**L.12 CERTIFICATES OF INSURANCE**

- L.12.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, NE 2<sup>nd</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3171  
E-Mail: [samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)

**L.13 GENERAL STANDARDS OF RESPONSIBILITY**

- L.13.1 The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.
- L.13.2 To be determined responsible, a prospective Contractor must demonstrate that it:
- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract;
  - (b) Is able to comply with the required or proposed delivery or performance schedule,

taking into consideration all existing commercial and governmental business commitments;

- (c) Has a satisfactory performance record;
  - (d) Has a satisfactory record of integrity and business ethics;
  - (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws regulations;
  - (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Cod §2-219.01 et seq.;
  - (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
  - (h) Has or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
  - (i) Has not exhibited a pattern of overcharging the District;
  - (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
  - (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- L.13.3 If the prospective Contractor fails to supply the information requested, the ACCO 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 ACCO shall determine the prospective Contractor to be non-responsible.

**L.14 SIGNING OF OFFERS**

- L.14.1 The Contractor shall sign the offer **in Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall 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 Director/ACCO.

**L.15 RETENTION OF PROPOSALS**

- L.15.1 All bid documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Bidders.



**L.16 BID COSTS**

- L.16.1 The District is not liable for any costs incurred by the Bidders in submitting proposals in response to this solicitation.

**L.17 OPTIONAL PRE-PROPOSAL CONFERENCE**

- L.17.1 An Optional Pre-Bid Conference shall be held at Department of Mental Health, 609 H Street, NE 2<sup>nd</sup> Floor, Washington, D.C. 20002, 4<sup>th</sup> Floor, Conference Room C on **Thursday October 18, 2012**. Prospective Bidders shall be given an opportunity to ask questions regarding this solicitation at the conference.

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

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

**L.18 KEY PERSONNEL**

- L.18.1 The Bidder 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. 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).

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

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

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**SECTION M – PREFERENCE POINTS FOR BIDDERS**

**M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

M.1.1 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.2 Application of Preferences**

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

- M.2.1 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 SBE in response to this Invitation to Bid (IFB).
- M.2.2 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 IFB.
- M.2.3 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 LBE in response to this IFB.
- M.2.4 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 IFB.
- M.2.5 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 points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this IFB.
- M.2.6 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 IFB.
- M.2.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this IFB.
- M.2.8 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 IFB.

**M.3 Maximum Preference Awarded**

- M.3.1 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 to twelve (12) points on a 100-point scale for proposals submitted in response to this IFB. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.4 Preferences for Certified Joint Ventures**

- M.4.1 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 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The 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. Any Offeror 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, N.W., Suite 970N  
Washington, D.C. 20001

All Bidders 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.

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 \*\*\***