



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

REQUEST FOR QUOTES

RM-013-RFQ-091-BY0-DJW For ACOUSTIC SERVICES

The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide and install sound-absorbing wall and ceiling panels within the New Saint Elizabeths Hospital.

Opening Date: February 7, 2013
Closing Date: February 22, 2013
Closing Time: 2:00 P.M.

To obtain a copy of the Request for Quotes (RFQ) please contact Denise J. Wells, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services
64 New York Avenue, NE – 2nd Floor Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.wells@dc.gov or visit our website at www.dmh.dc.gov (click on Business Opportunities)

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

Any and all questions pertaining to this RFQ must be submitted in writing no later than ten (10) days prior to submission.

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, NE Suite 222
Washington, DC 20002**

There shall be a **Mandatory** Site Visit:

DATE: Wednesday, February 20, 2013 @ 1:00 PM
LOCATION: Saint Elizabeths Hospital
2700 Martin Luther King Jr. Avenue, SE
Washington, DC 20032

RM-013-RFQ-091-BY0-DJW
Request for Quotes for Acoustical Services

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE, NE SUITE 222 WASHINGTON, DC 20002		2. PAGE OF PAGES: 2 of 36
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-013-RFQ-091-BY0-DJW
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: February 7, 2013 / February 22, 2013 @ 2:00 PM EST
7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	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) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM.

SECTION B

SUPPLIES/SERVICES AND PRICE/COSTS

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B.1 PURPOSE OF SOLICITATION

B.1.1 The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide and install sound-absorbing wall and ceiling panels within the Saint Elizabeths Hospital.

B.2 CONTRACT TYPE

B.2.1 This is a Firm fixed Priced Contract. There are no option years. The District requires the Bidder to provide pricing for the Contract Line Item Number (CLIN) listed in the Schedule B Table.

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be from Date of Award through three hundred sixty five days (365).

B.4 SUBCONTRACTING PLAN

B.4.1 For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted shall be subcontracted. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Proposal responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.5 PRICING SCHEDULE

B.5.1 The Contractor shall bid on all or none of the following Contract Line Items for this Solicitation.
(Section C.3)

Continuation Sheet	SOLICITATION/CONTRACT # RM-013-RFQ-091-BY0-DJW
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NAME OF CONTRACTOR--

Contract Line Item No. (CLIN)	Item Description	Quantity	Unit	Unit Price	Extended Price
	<p>The District of Columbia Government, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide and install sound absorbing wall and ceiling panels within the Saint Elizabeths New Hospital.</p> <p>This is a Firm Fixed Price Contract.</p> <p>The Period of Performance (POP) under this Contract shall be for Date of Award through three hundred sixty five days (365).</p>				
0001	General Conditions			\$ _____	\$ _____
0002	Submittals, Shop Drawings, Samples for Approval			\$ _____	\$ _____
0003	Materials – Wall Panels			\$ _____	\$ _____
0004	Materials – Ceiling Panels			\$ _____	\$ _____
0005	Labor			\$ _____	\$ _____
0006	Equipment			\$ _____	\$ _____
0007	Cleanup			\$ _____	\$ _____
GRAND TOTAL				\$ _____	\$ _____

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title

Date

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

C.1.1 The Department of Mental Health provides Comprehensive Mental Health Services to Adults, Children, Youths and their families. Inpatient services are provided at Saint Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was established in 1855 and serves as the District of Columbia's government-run Psychiatric Hospital.

C.1.2 In 2006, construction of a new modern Psychiatric Hospital began to replace an outdated inefficient Hospital that no longer met the needs of a modern mental health system. The 292-bed psychiatric hospital consists of 2 stories with attic mechanical levels, including central mechanical plant, auditorium, gymnasium and commercial kitchen, located on the east campus of SEH. Saint Elizabeths Hospital is the District of Columbia's acute care psychiatric facility that provides intensive inpatient treatment services to individuals in care that require intensive inpatient care to support their recovery. SEH also provides mental health evaluations and care to individuals who have been committed by the courts. The hospital operates two maximum security units to house pre-trial patients in an intensive treatment wing that house individuals in care that are court involved or considered to require a more secure, intensive treatment and housing environment.

C.2 SCOPE OF SERVICES

C.2.1 The Department of Mental Health (DMH) is seeking a Contractor to provide design and installation services of sound absorbing wall and partition units for the Therapeutic Learning Center (TLC) Intensive and Transitional Interior Areas, specifically rooms 119.00 and 175.02. The TLC areas are used to provide therapeutic, learning, educational, fitness, transitional, and nutrition services to intensive and transitional areas. The Services to include design/ shop drawings, pre-fabrication meeting, walk through of areas, installation, and clean up.

The Contractor shall review current sound levels and make written recommendations for sound reduction.

C.3 GENERAL REQUIREMENTS

C.3.1 The Contractor shall provide design, installation and recommendations for commercial grade sound absorbing wall and ceiling units within specified schedule.

C.3.2 Contractor should provide shop-fabricated, fabric-wrapped panel units tested for acoustical performance, including:

- Sound-absorbing wall panels in rooms 119, 175.02 and 170.03
- Approximate length of each room is 35 feet.
- Approximate width of each panel is 3 feet.
- Color of fabric must blend closely with walls.

C.3.3 Contractor should attend required pre-installation meetings (on site or via conference call) for final approval and ensure product dimensions, noise reduction co-efficiency, and materials meet Hospital needs.

C.3.4. Contractor should provide Product Data: For each type of fabric facing, panel edge, core material, and mounting indicated. Include material descriptions, and dimensions of individual components and profiles.

C.3.5 Contractor should provide shop Drawings: For sound-absorbing units. Include fastener details and locations; details at panel head, base, joints, and corners; and details at ceiling intersections, floor base, and wall intersections. Indicate panel edge and core materials.

- a) Include elevations showing panel sizes, direction of fabric weave and fastener locations.
- b) Include reflected ceiling plans showing panel sizes, direction of fabric weave and fastener locations.
- c) Show locations of existing items which are covered or penetrate sound-absorbing units, including but not limited to the following:
- d) Electrical outlets, switches and thermostats.
- e) Lighting fixtures.
- f) Air outlets and inlets.
- g) Speakers.
- h) Alarms.
- i) Sprinklers.
- j) Access panels.
- k) Suspended ceiling components above sound-absorbing ceiling units.
- l) Include operation of hinged or sliding components covered by or adjacent to sound absorbing units.
- m) Samples for Initial Selection: For each type of fabric facing from sound-absorbing wall unit manufacturers full range.

C.3.6 Product Requirement: Sound-Absorbing Wall and Ceiling Units

Basis-of-Design Products: Provide "Alphasorb High-Abuse Panels" manufactured by Acoustical Solutions, Inc. Subject to compliance with requirements, provide the named product, or comparable products. Acoustical Performance and Panel Thickness: Sound absorption (NRC) according to ASTM C 423 for Type A mounting in compliance with ASTM E 795.

C.3.7 Sound-Absorbing Panels: Manufacturer's standard panel construction consisting of facing material laminated to front face, edges, and back edge border of core.

C.3.8 Mounting, Ceiling Units: Mounted with manufacturer's standard adhesive, and exposed tamper-resistant fasteners secured to substrate. Mounting, Wall Units: Mounted with manufacturer's standard adhesive, and exposed tamper-resistant fasteners secured to substrate.

- a) Core: Glass-fiber board
- b) Core-Face Layer: Manufacturer's standard impact-resistant, acoustically transparent, copolymer sheet.
- c) Edge Construction: Manufacturer's standard chemically hardened core with no frame.
- d) Edge Profile: Square.
- e) Corner Detail in Elevation: Square with continuous edge profile indicated.
- f) Reveals between Panels: Flush reveals.
- g) Wall Units: Sound absorption of 1.05 to 1.15; for panel thickness of 2-1/16 inches (53.4 mm).

C.3.9 MATERIALS

Core Materials:

Glass-Fiber Board: ASTM C 612, Type standard with manufacturer; nominal density of 6 to 7 lb./cu. ft. (96 to 112 kg/cu. m), unfaced, and dimensionally stable, molded rigid board; and with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

Impact-Resistant, Acoustically Transparent, Copolymer Sheet for Face Layer: 1/16- to 1/8- inches- (1.6- to 3.2-mm-) thick layer of perforated, noncombustible, copolymer sheet laminated to face of core.

Facing Material: Fabric from same dye lot; color and pattern as selected by Architect from manufacturer's full range.

Product Line/Pattern and Manufacturer: "FR701 Style 2100" produced by Guilford of Maine.

Color, Ceiling Units: One color will be selected by DMH

Colors, Wall Units: colors will be selected by DMH

Applied Treatments: Stain resistance.

Mounting Devices: Recommended by manufacturer, and as follows:

1. Tamper-Resistant Fasteners: Manufacturer shall identify fastener size and frequency, determined by size and weight of panels, and as follows:

Drive-System Type: Pinned Torx-Plus.

Fastener Strength: 120,000 psi (827 MPa).

Socket Button Head Fasteners: Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.

2. Grommets: Stainless steel, sized for fasteners, completely seating fastener head.
3. Adhesives: As recommended by sound-absorbing wall unit manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C3.10 **FABRICATION** - Contractor shall ensure fabrication of product to be installed follows the following recommendations per Manufacturer or as listed below:

- a). General: Use manufacturer's standard construction except as otherwise indicated; with facing material applied to face, edges, and back border of dimensionally stable core; and with rigid edges to reinforce panel perimeter against warpage and damage.
- b). Glass-Fiber Board Cores: Chemically harden core edges and areas of core where mounting devices are attached.
- c). Core-Face Layer: Evenly stretched over core face and edges and securely attached to core; free from puckers, ripples, wrinkles, or sags.
- d). Facing Material: Apply fabric facing fully covering visible surfaces of unit; with material stretched straight, on the grain, tight, square, and free from puckers, ripples, wrinkles, sags, blisters, seams, adhesive, or other visible distortions or foreign matter.

Square Corners: Tailor corners.

- a). Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch (1.6 mm) for the following:
 - Thickness.
 - Edge straightness.
 - Overall length and width.
 - Square-ness from corner to corner.

C3.11 **EXAMINATION** – Contractor shall examine fabric, fabricated units, substrates, areas, and conditions, for compliance with requirements, installation tolerances, and other conditions affecting performance of sound-absorbing units. Proceed with installation only after unsatisfactory conditions have been corrected.

C3.12 **INSTALLATION** – Contractor shall install sound-absorbing units in locations indicated with surfaces and edges plumb, top edges level and in alignment with other units, faces flush, and scribed to fit adjoining work accurately at borders and at penetrations.

C3.13 Comply with manufacturer's written instructions for installation of units using exposed fasteners. Mount units securely to supporting substrate, without over-driving fasteners through grommets into the sound panels.

Fasteners shall be located in regular patterns within each panel, at fixed dimensions from panel edges, and similar locations with adjacent panels.

Fasteners shall align vertically and horizontally with adjacent panels, on each wall and ceiling surface. Do not apply adhesive to fabric.

C.3.14 INSTALLATION TOLERANCES

- a). Variation from Plumb and Level: Plus or minus 1/16 inch (1.6 mm).
- b). Variation of Panel Joints from Hairline: Not more than 1/16 inch (1.6 mm) wide.

C.3.15 INSTALLATION CLEANING REQUIREMENT- Contractor shall clip loose threads; remove pills and extraneous materials. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

C.3.16 ADHERENCE TO SCHEDULE: Contractor should provide schedule to DMH Project Manager/Contracting Officer Technical Representative (COTR) in advance. Work shall commence during 8:00am – 4:00pm. Requests for changes should be submitted in writing to the Project Manager and COTR for approval. After Hour, Holiday, non-standard hours with applicable rates should be approved in writing by DMH prior to work commencement.

C.4 STANDARD OF PERFORMANCE

C.4.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.5 ADVERTISING AND PUBLICITY

C.5.1 Unless granted prior, express, written authority by the Construction Manager, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs, or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.6 CONFIDENTIALITY

C.6.1 Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

- D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment / Page 1.

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

SECTION E

INSPECTION AND ACCEPTANCE

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E-2	TERMINATION BY CONTRACTOR	

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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/Pages1-4 [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")

PART I - THE SCHEDULE

SECTION F

DELIVERY and PERFORMANCE

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PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F-1 PERIOD OF PERFORMANCE (POP)

Performance under this Contract 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 through three hundred sixty five days (365) as indicated on the Pricing Schedules which are in Section B.

F-2 DELIVERABLES

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 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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.

***** 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
64 New York Avenue, NE – Suite 222
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

This is a Firm Fixed Price Contract. The Contractor shall be remunerated at a firm fixed price 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

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

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

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 for this procurement is:

G.6 SUBMISSION OF INVOICE

The Contractor shall submit an original and three copies of the invoice on a monthly basis to the (COTR). The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice.

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

G.7 CERTIFICATION OF INVOICE

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

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

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.

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 \$100 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and 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 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 subContractor, 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 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 or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (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 subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

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

PART II: CONTRACT CLAUSES

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

- I.1.1 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

- I.2.1 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

- I.3.1 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.1).

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 subcontractor.

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 subcontract 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

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.15.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement)
- I.15.2 Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010
- I.15.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- I.15.4 Sections A through J of this Contract No. RM-013-RFQ-091-BY0-DJW
- I.15.5 Best and Final Offer – N/A
- I.15.6 Request for Proposal submission dated: N/A
- I.15.7 Request for Proposal dated: N/A

***** 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) (38 Pages)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf
- J.2 WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages)**
Wage Determination – <http://www.wdol.gov/newsca.aspx>
- 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
- 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 *****