



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

REQUEST FOR QUOTES (RFQ)

RM-013-RFQ-035-BY4-DJW for Elevator Maintenance and Repair Services

The District of Columbia, Department of Mental Health, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Elevator Maintenance and Repair services. Services shall include monthly preventive maintenance. The Contractor shall provide the necessary labor, equipment, parts, materials and supplies to maintain and repair all elevators.

Opening Date: September 26, 2012
Closing Date: October 16, 2012
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 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 RFQ 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

There shall be a **MANDATORY** Site Visit for two (2) Locations on Tuesday, October 2, 2012 @ 1:00 PM EST location #1 and 2:00 PM EST for location #2

1st Location is: Saint Elizabeths Hospital – Room 190.07
1100 Alabama Avenue, SE
Washington, DC 20032

2nd Location is: Mental Health Services Division
35 K Street, NE
Washington, DC 20002

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 609 H STREET, NE 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 46
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-013-RFQ-035-BY4-DJW
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: September 25, 2012/October 16, 2012 @ 2:00 P.M. 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	
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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 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, Saint Elizabeths Hospital requires the services of a qualified Contractor to provide Elevator Maintenance and Repair services. Services shall include monthly preventive maintenance. The Contractor shall provide the necessary labor, equipment, parts, materials and supplies to maintain and repair all elevators.

B.2 CONTRACT TYPE

B.2.1 This is a Blended Time and Material Contract associated with Firm Fixed Pricing for schedule type maintenance. The Contractor shall provide the cost for labor and material mark up. Material mark up shall not exceed 10% of retail value. The District requires the Bidder to provide pricing for the Contract Line Item Number (CLIN) listed in the Schedule B Table(s).

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 REQUEST FOR QUOTATIONS (RFQ)

B.4.1 Response to this Request for Quotes (RFQ) 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 4th Floor
Washington, DC 20002
Email: 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 **Tuesday October 16, 2012** to the following address and clearly marked that it is a Bid with the solicitation number: RM-013-RFQ-035-BY4-DJW.

Department of Mental Health
Contracts and Procurement Services, 2nd Floor
64 New York Avenue, NE 2nd 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 Avenue, N.E., Washington, D.C. 20002, 4th Floor, Conference Room C** on Tuesday, October 9, 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 RFQ document as well as to clarify the contents of the RFQ. Any major revision to the RFQ 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 RFQ.

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-Proposal 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 Quote a notarized statement detailing any subcontracting plan as required by law. Quotes responding to this RFQ 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. Pricing Schedule		SOLICITATION # RM-013-RFQ-035-BY4-DJW			
Contract Line Item No.	Supplies/Services/item Description:	Quantity	Unit	Unit Price	Extended Price
	There are a total of 11 elevators located at the following locations: One (1) at Mental Health Services Div. 821 Howard Road, SE WDC Two (2) at Mental Health Services Div. 35 K Street, NE WDC Eight (8) at Saint Elizabeths Hospital 1100 Alabama Ave., SE WDC				
001	Elevator Service - Provide maintenance service to the two (2) hydro/ traction elevators installed at 35K Street, NE, Washington, DC 20002. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
002	Elevator Service - Provide maintenance service for one hydro/ traction elevator installed at 821 Howard Road, SE, Washington, DC 20020. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
003	Semi-Annual Inspection with written report for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	6	<u>Per Inspection</u>	\$ _____	\$ _____
004	Annual Third Party inspection with written report for three (3) hydro/ traction elevators with written report required by the DCRA for three (3) hydro and traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	3	<u>Per Inspection</u>	\$ _____	\$ _____

005	Preventive Maintenance Quarterly Inspections for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	9	<u>Per Inspection</u>	\$ _____	\$ _____
006	Emergency repair services for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020. Provide all parts and supplies.	3	<u>Per Hour</u>	\$ _____	\$ _____
007	Elevator Service - Provide maintenance service to the eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032	12 Months			
008	Semi-Annual Inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	16	<u>Per Inspection</u>		
009	Annual Third Party inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Inspection</u>		
010	Preventive Maintenance Quarterly Inspections for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	32	<u>Per Inspection</u>		
011	Emergency repair services for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Hour</u>		
Extended Total				\$ _____	\$ _____

 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-RFQ-035-BY4-DJW			
Contract Line Item No.	Supplies/Services/item Description:	Quantity	Unit	Unit Price	Extended Price
	There are a total of 11 elevators located at the following locations: One (1) at Mental Health Services Div. 821 Howard Road, SE WDC Two (2) at Mental Health Services Div. 35 K Street, NE WDC Eight (8) at Saint Elizabeths Hospital 1100 Alabama Ave., SE WDC				
001	Elevator Service - Provide maintenance service to the two (2) hydro/ traction elevators installed at 35K Street, NE, Washington, DC 20002. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
002	Elevator Service - Provide maintenance service for one hydro/ traction elevator installed at 821 Howard Road, SE, Washington, DC 20020. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
003	Semi-Annual Inspection with written report for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	6	<u>Per Inspection</u>	\$ _____	\$ _____
004	Annual Third Party inspection with written report for three (3) hydro/ traction elevators with written report required by the DCRA for three (3) hydro and traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	3	<u>Per Inspection</u>	\$ _____	\$ _____
005	Preventive Maintenance Quarterly Inspections for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	9	<u>Per Inspection</u>	\$ _____	\$ _____

006	Emergency repair services for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020. Provide all parts and supplies.	3	<u>Per Hour</u>	\$ _____	\$ _____
007	Elevator Service - Provide maintenance service to the eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032	12 Months			
008	Semi-Annual Inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	16	<u>Per Inspection</u>	\$ _____	\$ _____
009	Annual Third Party inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Inspection</u>	\$ _____	\$ _____
010	Preventive Maintenance Quarterly Inspections for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	32	<u>Per Inspection</u>	\$ _____	\$ _____
011	Emergency repair services for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Hour</u>	\$ _____	\$ _____
Extended Total				\$ _____	\$ _____

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-RFQ-035-BY4-DJW			
Contract Line Item No.	Supplies/Services/item Description:	Quantity	Unit	Unit Price	Extended Price
	There are a total of 11 elevators located at the following locations: One (1) at Mental Health Services Div. 821 Howard Road, SE WDC Two (2) at Mental Health Services Div. 35 K Street, NE WDC Eight (8) at Saint Elizabeths Hospital 1100 Alabama Ave., SE WDC				
001	Elevator Service - Provide maintenance service to the two (2) hydro/ traction elevators installed at 35K Street, NE, Washington, DC 20002. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
002	Elevator Service - Provide maintenance service for one hydro/ traction elevator installed at 821 Howard Road, SE, Washington, DC 20020. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
003	Semi-Annual Inspection with written report for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	6	<u>Per Inspection</u>	\$ _____	\$ _____
004	Annual Third Party inspection with written report for three (3) hydro/ traction elevators with written report required by the DCRA for three (3) hydro and traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	3	<u>Per Inspection</u>	\$ _____	\$ _____

005	Preventive Maintenance Quarterly Inspections for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	9	<u>Per Inspection</u>	\$ _____	\$ _____
006	Emergency repair services for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020. Provide all parts and supplies.	3	<u>Per Hour</u>	\$ _____	\$ _____
007	Elevator Service - Provide maintenance service to the eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032	12 Months			
008	Semi-Annual Inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	16	<u>Per Inspection</u>		
009	Annual Third Party inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Inspection</u>		
010	Preventive Maintenance Quarterly Inspections for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	32	<u>Per Inspection</u>		
011	Emergency repair services for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Hour</u>		
Extended Total				\$ _____	\$ _____

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-RFQ-035-BY4-DJW			
Contract Line Item No.	Supplies/Services/item Description:	Quantity	Unit	Unit Price	Extended Price
	There are a total of 11 elevators located at the following locations: One (1) at Mental Health Services Div. 821 Howard Road, SE WDC Two (2) at Mental Health Services Div. 35 K Street, NE WDC Eight (8) at Saint Elizabeths Hospital 1100 Alabama Ave., SE WDC				
001	Elevator Service - Provide maintenance service to the two (2) hydro/ traction elevators installed at 35K Street, NE, Washington, DC 20002. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
002	Elevator Service - Provide maintenance service for one hydro/ traction elevator installed at 821 Howard Road, SE, Washington, DC 20020. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
003	Semi-Annual Inspection with written report for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	6	<u>Per Inspection</u>	\$ _____	\$ _____
004	Annual Third Party inspection with written report for three (3) hydro/ traction elevators with written report required by the DCRA for three (3) hydro and traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	3	<u>Per Inspection</u>	\$ _____	\$ _____

005	Preventive Maintenance Quarterly Inspections for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	9	<u>Per Inspection</u>	\$ _____	\$ _____
006	Emergency repair services for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020. Provide all parts and supplies.	3	<u>Per Hour</u>	\$ _____	\$ _____
007	Elevator Service - Provide maintenance service to the eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032	12 Months			
008	Semi-Annual Inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	16	<u>Per Inspection</u>		
009	Annual Third Party inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Inspection</u>		
010	Preventive Maintenance Quarterly Inspections for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	32	<u>Per Inspection</u>		
011	Emergency repair services for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Hour</u>		
Extended Total				\$ _____	\$ _____

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-RFQ-035-BY4-DJW			
Contract Line Item No.	Supplies/Services/item Description:	Quantity	Unit	Unit Price	Extended Price
	There are a total of 11 elevators located at the following locations: One (1) at Mental Health Services Div. 821 Howard Road, SE WDC Two (2) at Mental Health Services Div. 35 K Street, NE WDC Eight (8) at Saint Elizabeths Hospital 1100 Alabama Ave., SE WDC				
001	Elevator Service - Provide maintenance service to the two (2) hydro/ traction elevators installed at 35K Street, NE, Washington, DC 20002. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
002	Elevator Service - Provide maintenance service for one hydro/ traction elevator installed at 821 Howard Road, SE, Washington, DC 20020. Vendor shall furnish all labor and materials.	12 Months	<u>Each</u>	\$ _____	\$ _____
003	Semi-Annual Inspection with written report for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	6	<u>Per Inspection</u>	\$ _____	\$ _____
004	Annual Third Party inspection with written report for three (3) hydro/ traction elevators with written report required by the DCRA for three (3) hydro and traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	3	<u>Per Inspection</u>	\$ _____	\$ _____

005	Preventive Maintenance Quarterly Inspections for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020.	9	<u>Per Inspection</u>	\$ _____	\$ _____
006	Emergency repair services for three (3) hydro/traction elevators - two installed at 35K Street, NE, Washington, DC 20002 and one installed at 821 Howard Road, SE, Washington, DC 20020. Provide all parts and supplies.	3	<u>Per Hour</u>	\$ _____	\$ _____
007	Elevator Service - Provide maintenance service to the eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032	12 Months			
008	Semi-Annual Inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	16	<u>Per Inspection</u>		
009	Annual Third Party inspection with written report for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Inspection</u>		
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011	Emergency repair services for eight (8) hydraulic elevators installed at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC	8	<u>Per Hour</u>		
Extended Total				\$ _____	\$ _____

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.1 SCOPE OF WORK:

C.1.1 The District of Columbia, Department of Mental Health, Saint Elizabeths Hospital (SEH) and the Office of Programs & Policy/Mental Health Services Sites (MHSD) Department of Mental Health, requires a Contractor to provide the necessary labor, equipment, parts, materials, and supplies to maintain and repair all elevators listed below. Services shall include monthly preventive maintenance according to the details specified below. There are a total of three (3) elevators located at the Department of Mental Health, two (2) at the Office of Programs & Policy/Mental Health Services Sites (MHSD) 35 K Street, NE Washington, DC , one (1) at 821 Howard Road, SE Washington, DC 20020 and eight (8) at Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC 20032.

C.1.2 Location – MHSD 35 K Street, NE Washington, DC

#1 Elevator – 16 Passengers / 2500 LB. Capacity

#2 Elevator - 16 Passengers / 2500 LB. Capacity

Location – MHSD 821 Howard Road, SE Washington, DC

#1 Elevator – 21 Passengers / 3500 LB. Capacity

Location – Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC

#1 Elevator – 3500 LB. Capacity

#2 Elevator – 4000 LB. Capacity

#3 Elevator – 4000 LB. Capacity

#4 Elevator – 4000 LB. Capacity

#5 Elevator – 4000 LB. Capacity

#6 Elevator – 4000 LB. Capacity

#7 Elevator – 4000 LB. Capacity

#8 Elevator – 4000 LB. Capacity

C.2 SPECIFIC REQUIREMENTS

Maintenance and Repair

C.2.1 The Contractor shall perform all maintenance and repair services utilizing parts and materials that are compatible and consistent with manufacture’s specifications to ensure the proper operations of the elevators.

C.2.2 The Contractor shall submit Cost Proposals for repairs that are over and beyond the scope of this contract for review and approval prior to commencing work.

C.2.3 The Contractor shall respond to emergency calls within two (2) hours, to repair elevators as needed.

Preventative Maintenance

The Contractor shall at a minimum inspect and adjust or calibrate as needed the following:

- C.2.4 The Contractor shall provide all labor, supervision, tools, equipment materials and transportation.
- C.2.5 The Contractor shall perform preventive maintenance services and code mandated safety mechanical inspections and tests on specified elevator equipment.
- C.2.6 The Contractor shall replace worn and defective “consumable” parts and adjust equipment for proper operation, following manufacture’s recommendations and code requirements.
- C.2.7 The Contractor shall rebuild or replace major elevator components, such as elevator machines, motor-generator sets and ropes.
- C.2.8 The Contractor shall perform new construction and/or modification of existing equipment as necessary.
- C.2.9 The Contractor repair equipment damaged/caused by e.g. earthquakes and natural elements.
- C.2.10 All repairs performed inside the facilities shall be performed during the hours of 8:30 a.m. to 3:00 p.m. Monday through Friday. The Contractor shall not provide services on District of Columbia Government observed holidays, weekends, after hours without written authorization from COTR.
- C.2.11 The Contractor shall provide call back and on call emergency repair service seven (7) days per week.
- C.2.12 The Contractor shall ensure that elevator equipment is fully operational at all times.
- C.2.13 The Contractor shall arrange for Semi Annual (six (6) month) periodic/routine inspection and load test for 3 hydro and traction elevators.
- C.2.14 The Contractor shall arrange for annual Third Party inspection for 3 - Hydros and Traction – with written report as required by the Department of Consumer and Regulatory Affairs (DCRA).
- C.2.15 The Contractor shall complete all repairs and corrections as a result of the annual inspection report according to compliance standards.
- C.2.16 The Contractor shall ensure that emergency notification in all three elevators is operational.

- C.2.17 If the elevator does not function properly after repairs and need additional parts/components, the Contractor shall inform the COTR before leaving the site.
- C.2.18 Any work to be done on elevators outside the scope of the contract, the Contractor shall provide a Cost Estimate for approval prior to work.
- C.2.19 The Contractor as needed shall provide replacement elevator keys.
- C.2.20 The Contractor as needed shall provide schematic diagrams to be left on site.
- C.2.21 The Contractor shall ensure speeds of elevators are within manufacturers specifications.
- C.2.22 The Contractor shall check elevator cab for wear and tear and or missing or damaged fixtures and repair and/or replace as necessary.
- C.2.23 The Contractor shall ensure that elevator fixtures and signage meet ADA requirements.
- C.2.24 The Contractor shall at a minimum inspect and adjust or calibrate as needed the following:
- Hoist way doors operators
 - Hoist way door hangers and interlocks
 - Hoist way door hangers and interlocks
 - Infrared door protection (safety)
 - Wiring for car and hoist way
 - Tracks and supports; welds, alignment stops and limit switches
 - Track wires and insulators
 - Landing gates and controls;
 - Car undercarriage; bearings and bushings; overspeed unit (if applicable); drive belts; bumper and door functions;
 - Car safety systems; brake, hook, slack cable sensor.
 - Trip Breakers
 - Motors
 - Cables
 - All other safety devices
 - Push buttons
 - Exhaust fans
 - Hydraulic pumps, seals, pistons;
 - HVAC system in elevator mechanical room
 - Hydraulic oil for proper viscosity;

- Perform needed repairs as needed;
- Perform monthly maintenance testing

C.2.25 The Contractor shall coordinate all work schedules with the Contracting Officer Technical Representatives (COTR see Section G.5). Prior to beginning a scheduled repair work (within twenty-four hours (24) from date of approval, the Contractor shall submit a work plan/schedule to the COTR for review and approval.

C.2.26 Special attention shall be paid to careful fit, form and finish of all work, at all locations. Protection and preservation of all facilities and finishes is a very high priority. The Contractor is expected to take great care when working within Saint Elizabeths Hospital and Mental Health Services.

C.3 ACCESS TO BUILDINGS AND GROUNDS

C.3.1 The Contractor shall be given reasonable access to MHSD sites at 821 Howard Road Washington, DC, 35 K Street Washington, DC and Saint Elizabeths Hospital 1100 Alabama Avenue, SE Washington, DC as needed to perform the services required by this Contract.

C.4 SECURITY

C.4.1 The Contractor shall exit and enter with permission of security. They shall provide identifications, destination and nature of visit. They shall be provided with a pass for their vehicles that must be displayed in the vehicle when on site. Smoking is prohibited on Saint Elizabeths Campus.

C.5 REMOVAL AND DISPOSAL

C.5.1 Services that shall be performed inside of the SEH buildings shall be performed in accordance with all applicable codes and standards to include the Hospital's policies and procedures. Dust/fume control measures shall be applied where applicable to reduce negative impact to nearby work areas.

C.5.2 The Contractor shall clean the area where maintenance/repair has taken place and leave in a clean and orderly manner. Upon completion of the work, the Contractor shall remove and dispose of all protection items, tools discarded equipment, excess materials and debris from the job site without delay off of Saint Elizabeths Hospital Campus prior to final acceptance of the work. The Contractor shall not utilize any dumpster on the grounds of the SEH for the disposal of any debris or discarded equipment, materials and or supplies generated from the performance of this Contract.

C.5.3 The Contractor shall exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent

equipment, surfaces and existing structures shall be fully restored or replaced by the Contractor at no cost to the District of Columbia Government with five (5) working days.

C.6 DELIVERY AND STORAGE

C.6.1 Equipment and materials shall be properly stored, adequately protected and carefully handled to prevent damage during the performance of this Contract.

C.7 PERMIT/INSPECTION

C.7.1 The Contractor shall be responsible for obtaining all the necessary paperwork to obtain a passed elevator certificate from Department of Consumer and Regulatory Affairs (DCRA).

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.

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

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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

SECTION F

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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 *****

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 – 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax
Email: 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
Supervisor
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

Robert Holston (SEH)
Facility Operations Supervisor
Department of Mental Health
Saint Elizabeths Hospital
1100 Alabama Avenue, SE
Washington, DC 20032
Tele: 202-299-5994
Cell: 202-834-0156
E-mail: Robert.holston@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 6th Floor
Washington, DC 20002
or email to 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 \$200.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and 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 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

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

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 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)
- I.15.3 Section A through M of this Solicitation Number RM-013-RFQ-035-BY4-DJW
- I.15.4 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010 (Attachment J.2)
- I.15.5 DMH Policies and Rules (J.8)
- I.15.6 Tax Certification Affidavit (J.3)
- 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. 9, June 9, 2010) (J.6)

***** 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
- J.2 WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages)**
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- 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/EO+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 ***