



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

REQUEST FOR QUOTES

RM-011-RFQ-057-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 Saint Elizabeths New Hospital corridors and rooms 177.00 and 179.01.

Opening Date: January 25, 2011
Closing Date: February 9, 2011
Closing Time: 12:00 P.M. EST

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 Administration
64 New York Avenue NE - 4th Floor Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.carter2@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 above.

Any and all questions pertaining to this RFQ must be submitted in writing no later than February 3, 2011 to:

**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 4th Floor
Washington, DC 20002**

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

DATE: Wednesday, February 2, 2011 @ 1:00 PM
LOCATION: Saint Elizabeths Hospital
Gilbane Trailer
1100 Alabama Avenue, SE
Washington, DC 20032

| | | |
|---|---------------------------------|---|
| 1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4th FLOOR WASHINGTON, DC 20002 | | 2. PAGE OF PAGES: 1 of 40 |
| | | 3. CONTRACT NUMBER: |
| | | 4. SOLICITATION NUMBER: RM-011-RFQ-057-BY0-DJW |
| | | 5. DATE ISSUED: |
| | | 6. OPENING/CLOSING TIME: January 25, 2011 / February 9, 2011 @ 12:00 P.M. |
| 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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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

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 corridors and rooms 177.00 and 179.01.

B.2 CONTRACT TYPE

This is a Firm fixed priced project. 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

The Period of Performance (POP) under this Contract shall be from Date of Award through one hundred twenty days (120).

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-011-RFQ-027-BY0-DJW

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 corridors and rooms 179.01 and 177.00.</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 One hundred twenty days (120).</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 | | | | \$ _____ | \$ _____ |
| 0008 | Alternate #1 Retrofit door 179.1A for sound absorption using product by Quiet Door Industrial Kit or similar. | | | \$ _____ | \$ _____ |
| 0009 | Alternate #2 Replace existing door opening 179.1A with Sound-Tech Xpress Door System by Ceco door or similar. STC rating to be 45. | | | \$ _____ | \$ _____ |

 Print Name of Contractor

 Print Name of Authorized Person

 Signature of Authorized Person

4 _____
 Title Date

B.1 PURPOSE OF REQUEST FOR QUOTES

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 corridors and rooms 177.00 and 179.01.

B.2 CONTRACT TYPE

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

The Period of Performance (POP) under this Contract shall be from Date of Award through one hundred twenty days (120).

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

C.1 BACKGROUND

The District of Columbia, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH) provides 24-hour in-patient mental health care to residents of the District of Columbia. The scope of work is located in three (3) corridors which will be occupied by staff and/or patients during the completion of the work. The existing wall construction is masonry, and is either brick, CMU, or CMU with architectural Deco-Coat™ wall finish. The existing ceiling construction is two-layer gypsum board secured to light-gage steel support structure.

C.2 SCOPE OF SERVICES

The District of Columbia, Department of Mental Health (DMH), Saint Elizabeths Hospital requires a contractor to furnish the necessary labor, equipment, parts, materials and supplies, etc. to furnish and install sound-absorbing wall and ceiling panels. Whether shown or indicated on the contract documents, the Contractor is responsible for a completed assembly, system, or finished detail related to this 'work'.

C.3 SPECIFIC REQUIREMENTS

The Contractor shall be responsible for the furnishing and installation of sound-absorbing wall and ceiling panels in the designated areas, including the following work:

SUBMITTALS, SHOP DRAWINGS, SAMPLES FOR APPROVAL:

- C.3.1 The Contractor shall submit product data, shop drawings, samples for initial selection, and samples for verification as specified in sections 09 8433-1.4A through 09 8433-1.4D.
- C.3.2 The Contractor shall submit product certificates, sample warranties, and maintenance data as specified in sections 09 8433-1.5 through 1.7
- C.3.3 The Contractor shall build mockups to verify selections made and set quality standards for materials, fabrication, and installation as specified in section 09 8433-1.8C.

MATERIALS:

- C.3.4 The Contractor shall provide "Alphasorb High-Abuse Panels" manufactured by Acoustical Solutions, Inc. or comparable products accepted by the Architect in accordance with Specification 09 8433-2.1 and 09 8433-2.2.
- C.3.5 The Contractor shall be responsible for Actual Quantity of sound-absorbing wall and ceiling panels. Verify locations and actual dimensions of openings and penetrations by field measurements prior to fabrication.

- 7 C.3.6 Fasteners used must be tamper-resistant as detailed in section 2.2C.

INSTALLATION:

- C.3.7 The Contractor shall install sound-absorbing units in locations indicated throughout the corridors of the new hospital and rooms 179.01 and 177.00 complying with the manufacturer's written instructions for installation of units.
- C.3.8 Installation of all work in and adjacent to room 179.01 (Hearing Room) including wall panels detailed on SK-001 and/or Alternates (1 or 2) must not be scheduled to occur on Tuesdays or Thursdays.

UNIT PRICES:

C.3.9 The Contractor shall provide the following Unit Prices to be used for Owner Requested and Initiated Additional Work:

- Unit Price to furnish and install Wall Mounted Panels.
\$ _____/SF – See Schedule B
- Unit Price to furnish and install Ceiling Mounted Panels.
\$ _____/SF – See Schedule B

GENERAL:

- C.3.9 All work shall be performed during the hours of 7:00 a.m. through 3:30 p.m., Monday through Friday. Holidays and weekends are exempted. Work on holidays and weekends must be requested by the Contractor forty-eight (48) hours in advance, and approved by the Construction Manager prior to performing work, unless it is an authorized emergency.
- C.3.10 The Contractor shall give at least a seventy-two (72) hour notice to the Construction Manager if a utility shutdown is required. Before any work can begin, authorization must be given by the Construction Manager.

C.3.11 CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES

- C.3.11.1 The Contractor shall exercise extreme caution and care to avoid and prevent any damages to adjacent surfaces and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent surfaces and existing structures shall be fully restored or replaced by the contractor at no cost to the District.

C.3.12 CLEANING OF SITE

Upon completion of the work and on a daily basis, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay out of Saint Elizabeth's Hospital Campus prior to final acceptance of the work. All construction debris and waste shall be disposed of properly by the Contractor.

The Contractor shall not utilize any dumpster on the grounds of the hospital for the disposal of any debris or discarded equipment generated from the performance of the contract;

C.3.13 WORKMANSHIP

C.3.13.1 The Contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by the District's applicable codes;

C.3.14 WARRANTY

C.3.14.1 All new work shall be guaranteed for two (2) years from the date of Substantial Completion. Warranties must be submitted to the Construction Manager within ten (10) working days after completion of work. Three copies of warranty shall be provided.

C.3.15 CONTRACT DURATION

C.3.15.1 The Contract duration is one hundred twenty days (120) from Date of Award .

C.4 CONTRACTOR QUALIFICATIONS

C.4.1 The Contractor must provide documentation of similar work experience for the scope involved.

C.5 STANDARD OF PERFORMANCE

C.5.1 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.6 ADVERTISING AND PUBLICITY

C.6.1 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.7 CONFIDENTIALITY

C.7.1 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.

C.8 RIGHTS IN DATA

- C.8.1 Any data first produced in the performance of this Contract shall be the sole property of the DMH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this Contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.
- C.8.2 Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public. DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- C.8.3 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.
- C.8.4 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.
- C.8.5 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- C.8.6 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- C.8.7 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonable withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- C.8.8 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- C.8.9 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- C.8.10 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- C.8.11 Copy computer programs for safekeeping (archives) or backup purposes; and
- C.8.12 Modify the computer software and all accompanying documentation and manuals or Instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- C.8.13 The restricted rights set forth in section C.8.8 are of no effect unless:
- C.8.14 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____

11 With _____ (Contractor's Name); and

- C.8.15 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- C.8.16 In addition to the rights granted in Section C.8.18 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section C.8.18 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- C.8.17 Whenever any data, including computer software, are to be obtained from a Sub-Contractor under this Contract, the Contractor shall use Section I-2 in the Sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that Sub-contractor data or computer software which is required for the District.
- C.8.18 For all computer software furnished to the District with the rights, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section C.8.8. For all computer software furnished to the District with the restricted rights specified in Section C.8.9, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- C.8.19 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- C.8.20 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or
- C.8.21 Based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

C.8.22 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

D.2 POSTAGE AND MAILING FEES

D.2.1 Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

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

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INSPECTION AND ACCEPTANCE
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SECTION E: INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

E.1.1 The inspection and acceptance requirements for this contract shall be governed by clause number five (5), Inspection of Supplies AND clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

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

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

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarizes the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

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

E.2.4.2 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

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

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

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

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PERFORMANCE AND DELIVERABLES
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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 one hundred twenty days (120) 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.

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 – 4th Floor
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, 2011. 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, 2011 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:

Richard Warsh
Director of Facilities Planning
64 New York Avenue, NE 5th Floor
Washington, DC 20002
Office: (202) 673-7050
Cell: (202) 558-8769
E-mail: richard.warsh@dc.gov

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.

***** 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 \$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

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

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

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)

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

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.

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

PART II: CONTRACT CLAUSES

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.2 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

I.5.1 Vendors who include in their Proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

I.5.2 Mark the title page with the following legend:

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

I.5.3 If however, a Contract is awarded to this Vendor as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process.

This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

I.5.2 Mark each sheet of data it wishes to restrict with the following legend:

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

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it shall be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It shall, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data shall be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5 Any data derived from the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data shall not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District shall have released such data to the public.
- I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.7 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer shall be transferred by the District;
- I.6.8 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.9 Copy computer programs for safekeeping (archives) or backup purposes; and,
- I.6.10 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.11 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____

With _____ (Contractor's Name) and

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

I.6.12 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Agency Chief Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.6.13 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.6.14 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the

documentation associated herewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.6.15 The Contractor shall indemnify and save and hold harmless the District, its Officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.16 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.17 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTS

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

I.9 RESERVED

I.10 INSURANCE

- I.10.1 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.10.2 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.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4 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.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: 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.10.7 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. 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 fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

- I.11.1 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.2. An award cannot be made to any Vendor who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- I.12.1 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.13 ORDER OF PRECEDENCE

I.13.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence priority the documents that are incorporated into this Contract by reference and made a part of the Contract:

1. Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
2. Department of Justice Settlement Agreement
3. Contract Sections A through J of this Contract
4. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007
5. Wage Determination No. 2005-2103 (Revision No. 8, May 26, 2009)
6. Request for Quotes Number RM-11-RFQ-057-BY0-DJW

I.13.2 This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.

***** 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 - May 26, 2009.PDF (568KB)
- J.3 CONSENT ORDER DATED DECEMBER 12, 2003 in DIXON, ET AL. V FENTY, ET AL., CA 74-285 (TFH) (DIXON CONSENT ORDER) (18 pages)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,|31262|.asp>
- 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)
- J.10 ATTACHMENTS – SKETCHES, DRAWINGS, SPECIFICATIONS**

*** END OF SECTION J ***

RFP No. 1

Distribution:

Date: 10/27/2010

Owner
Architect
CM
Field

EYP Project No. 2001022.81

Owner: Saint Elizabeths Hospital
To: Gilbane Building Company
1100 Alabama Avenue
Washington , DC

From: Einhorn Yaffee Prescott
Architecture & Engineering, P.C.
Flour Mill Building (L-1)
1000 Potomac Street, NW
Washington, DC 20007
(202) 471-5000

THIS RFP IS ISSUED TO AMEND THE CONTRACT DOCUMENTS IN RESPONSE TO ISSUES THAT HAVE ARISEN IN CONNECTION WITH THE REFERENCED PROJECT.

PROPOSAL REQUEST (replaces AIA Document G709)
Please submit an itemized quotation for work described within the RFP
Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (replaces AIA Document G710)
The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

CONSTRUCTION CHANGE DIRECTIVE (replaces AIA Document G714)
Proceed with Work described in this Directive immediately and submit itemized documentation of costs incurred in Work when Work is completed or as soon a final cost/time is determined. This CCD, and its description of particular Work, is without prejudice to final agreement or determination whether directed Work is a change in the Work or of any contract time or sum adjustment due.

DESCRIPTION:

RFP #1:
This RFP is for the installation of sound-absorbing wall and ceiling panels within the new hospital corridors and room 179.01.
Alternate 1- Retrofit door 179.1A for sound absorption using product by Quit Door industrial kit or similar
Alternate 2- Replace existing door opening 179.1A with Sound -Tech Xpress Door System by Ceco door or similar.
STC rating to be 45

ATTACHMENTS: (7) 8-1/2" x 11" pages (excluding cover sheet); (7) 30" x 42" sheets

Sketches: SK-001, dated 10/27/10 ; SK-002 dated 11/04/10

Drawings: A644, A646, A656, A801C, A801F, A801G, A802C, dated 10/27/10

Other: Specification Section 09 8433, Sound Absorbing Wall and Ceiling Panels

OWNER:
Saint Elizabeths Hospital

CM:
Gilbane building company

ARCHITECT:
EINHORN YAFFEE PRESCOTT

ADDRESS:
1100 Alabama Avenue
Washington DC

ADDRESS:
Flour Mill, L-1, 1000 Potomac St., N.W.
Washington, DC 20007

BY:

BY:

BY:

DATE:

DATE:

DATE:

SECTION 09 8433 - SOUND-ABSORBING WALL AND CEILING UNITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes shop-fabricated, fabric-wrapped panel units tested for acoustical performance, including:
 - 1. Sound-absorbing wall panels.
 - 2. Sound-absorbing ceiling panels.

1.2 DEFINITIONS

- A. NRC: Noise Reduction Coefficient.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

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

D. Samples for Verification: For the following products, prepared on Samples of size indicated below:

1. Fabric: Full-width by approximately 36-inch- (900-mm-) long Sample, but not smaller than required to show complete pattern repeat, from dye lot to be used for the Work, and with specified treatments applied. Mark top and face of fabric.
2. Panel Edge: 12-inch- (300-mm-) long Sample(s) showing each edge profile, corner, and finish.
3. Core Material: 12-inch- (300-mm-) square Sample at corner.
4. Mounting Devices: Full-size Samples of fasteners and grommets
5. Assembled Panels: Approximately 36 by 36 inches (900 by 900 mm), including joints and mounting methods.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of sound-absorbing wall unit, from manufacturer.
- B. Sample Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sound-absorbing units to include in maintenance manuals. Include fabric manufacturers' written cleaning and stain-removal recommendations.

1.7 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials from same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fabric: For each fabric, color, and pattern installed, provide length equal to 10 percent of amount installed, but no fewer than 10 yards (9 m).
 2. Mounting Devices: Full-size units equal to 5 percent of amount installed, but no fewer than five devices, including unopened adhesives.

1.8 QUALITY ASSURANCE

- A. Source Limitations: Obtain sound-absorbing wall and ceiling units from single source from single manufacturer.
- B. Fire-Test-Response Characteristics: Provide sound-absorbing units meeting the following as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 1. Surface-Burning Characteristics: As determined by testing per ASTM E 84.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 450 or less.
 2. Fire Growth Contribution: Meeting acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 265.

- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials, fabrication, and installation.
 - 1. Build mockup of typical wall and ceiling areas as directed by Architect. Include intersection of wall and ceiling, corners, and perimeters.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with fabric and sound-absorbing unit manufacturers' written instructions for minimum and maximum temperature and humidity requirements for shipment, storage, and handling.
- B. Deliver materials and units in unopened bundles and store in a temperature-controlled dry place with adequate air circulation.

1.10 PROJECT CONDITIONS

- A. Field Measurements: Verify locations of sound-absorbing wall units and actual dimensions of openings and penetrations by field measurements before fabrication.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of sound-absorbing wall units that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to the following:
 - a. Acoustical performance.
 - b. Fabric sagging, distorting, or releasing from panel edge.
 - c. Warping of core.
 - 2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOUND-ABSORBING WALL AND CEILING UNITS

- A. 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 accepted by the Architect.
- B. Sound-Absorbing Panels: Manufacturer's standard panel construction consisting of facing material laminated to front face, edges, and back edge border of core.
 - 1. Mounting, Ceiling Units: Mounted with manufacturer's standard adhesive, and exposed tamper-resistant fasteners secured to substrate.

2. Mounting, Wall Units: Mounted with manufacturer's standard adhesive, and exposed tamper-resistant fasteners secured to substrate.
3. Core: Glass-fiber board.
 - a. Core-Face Layer: Manufacturer's standard impact-resistant, acoustically transparent, copolymer sheet.
4. Edge Construction: Manufacturer's standard chemically hardened core with no frame.
5. Edge Profile: Square.
6. Corner Detail in Elevation: Square with continuous edge profile indicated.
7. Reveals between Panels: Flush reveals.
8. Acoustical Performance and Panel Thickness: Sound absorption (NRC) according to ASTM C 423 for Type A mounting in compliance with ASTM E 795.
 - a. Ceiling Units: Sound absorption of 0.80 to 0.90; for panel thickness of 1-1/16 inches (27 mm).
 - b. Wall Units: Sound absorption of 1.05 to 1.15; for panel thickness of 2-1/16 inches (53.4 mm).
9. Panel Widths and Heights: As indicated on the following Drawings:
 - a. A644.
 - b. A646.
 - c. A656.
 - d. A801C.
 - e. A801F.
 - f. A801G.
 - g. A802C.
 - h. SK-001.
 - i. SK-002.

2.2 MATERIALS

A. Core Materials:

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

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

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

2. Color, Ceiling Units: One color will be selected by Architect.
3. Colors, Wall Units: Four colors will be selected by Architect.
4. Applied Treatments: Stain resistance.

C. 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:
 - a. Drive-System Type: Pinned Torx-Plus.
 - b. Fastener Strength: 120,000 psi (827 MPa).
 - c. 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).

2.3 FABRICATION

- 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.
 1. Glass-Fiber Board Cores: Chemically harden core edges and areas of core where mounting devices are attached.
- B. Core-Face Layer: Evenly stretched over core face and edges and securely attached to core; free from puckers, ripples, wrinkles, or sags.
- C. 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.
 1. Square Corners: Tailor corners.
- D. Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch (1.6 mm) for the following:
 1. Thickness.
 2. Edge straightness.
 3. Overall length and width.
 4. Squareness from corner to corner.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fabric, fabricated units, substrates, areas, and conditions, for compliance with requirements, installation tolerances, and other conditions affecting performance of sound-absorbing units.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. 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.
- B. 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.
 - 1. Fasteners shall be located in regular patterns within each panel, at fixed dimensions from panel edges, and similar locations with adjacent panels.
 - 2. Fasteners shall align vertically and horizontally with adjacent panels, on each wall and ceiling surface.
- C. Do not apply adhesive to fabric.

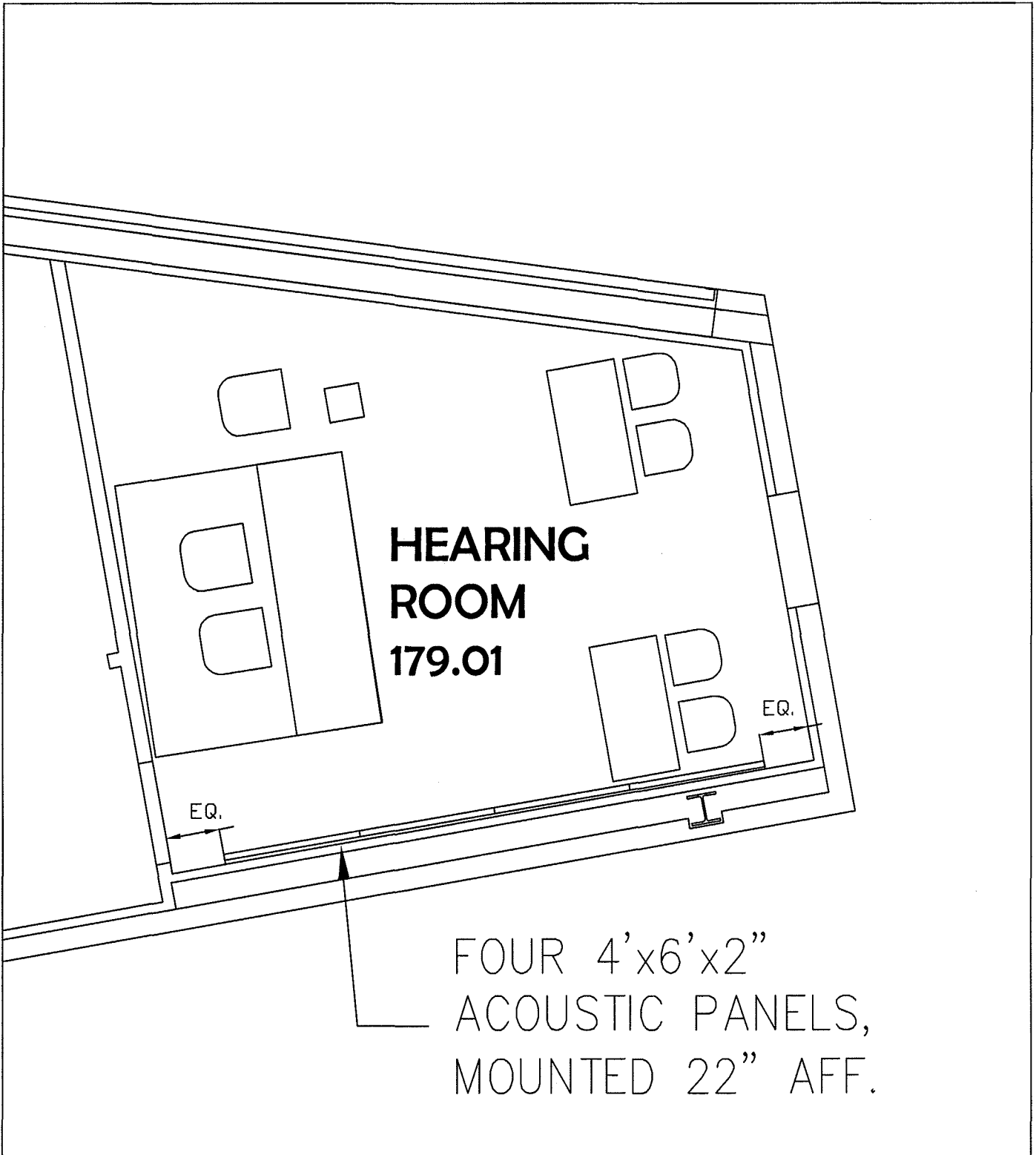
3.3 INSTALLATION TOLERANCES

- 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.

3.4 CLEANING

- A. Clip loose threads; remove pills and extraneous materials.
- B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION 09 8433



1 | ACOUSTIC PANELS - HEARING ROOM

SCALE
1/4"=1'0"

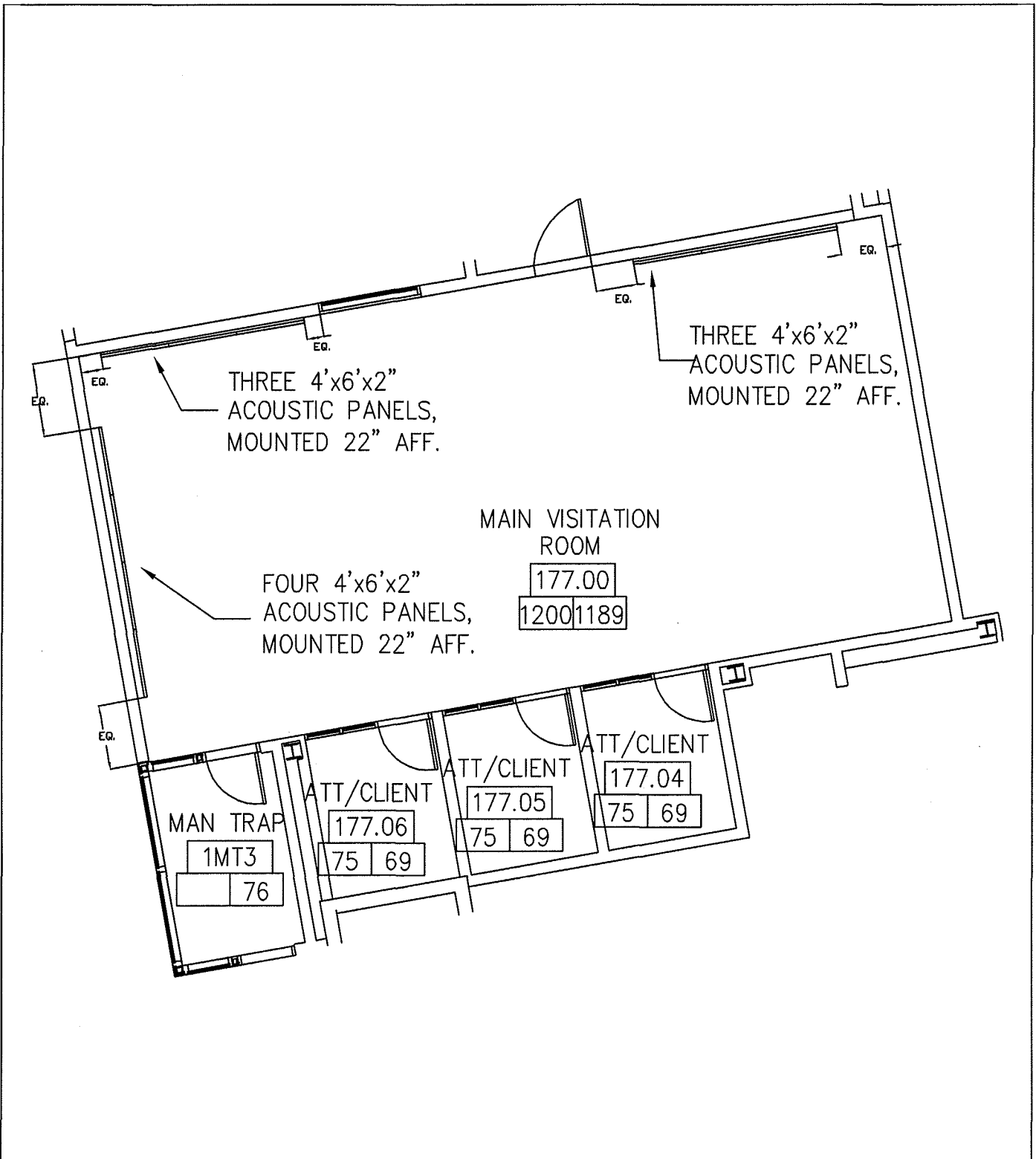
Einhorn Yaffee Prescott
 Architecture & Engineering, P.C.
 1000 Potomac Street, NW
 Washington, D.C. 20007
 Telephone: 202.471.5000
 Fax: 202.471.5050

EYP/

PROJECT: ACOUSTICAL
 PANELS
 :
 : ISSUED FOR RFP
 :

DATE: 10.27.10
 SCALE:
 PROJECT #: 2001022.81
 DESIGNED BY:
 DRAWN BY: ES
 CHECKED BY:

DRAWING #:
SK-001



1 | ACOUSTIC PANELS - MAIN VISITATION ROOM

SCALE
1/8"=1'0"

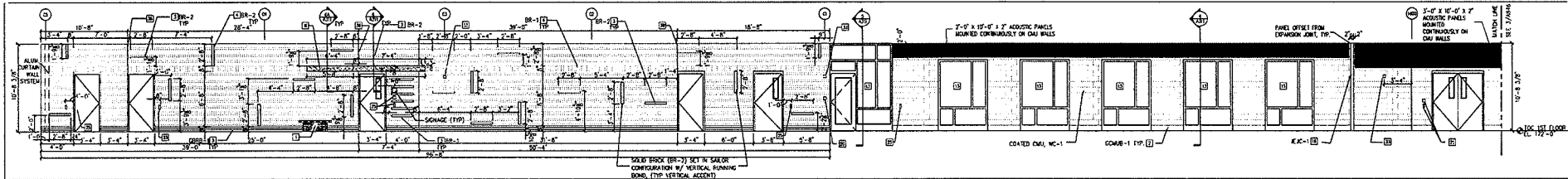
Einhorn Yaffee Prescott
Architecture & Engineering, P.C.
1000 Potomac Street, NW
Washington, D.C. 20007
Telephone: 202.471.5000
Fax: 202.471.5050

EYP/

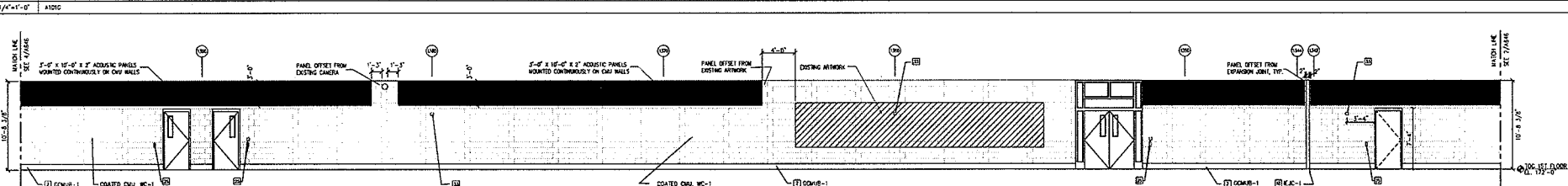
PROJECT: **ACOUSTICAL
PANELS**
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ISSUED FOR RFP

DATE: 11.04.10
SCALE:
PROJECT #: 2001022.81
DESIGNED BY:
DRAWN BY: ES
CHECKED BY:

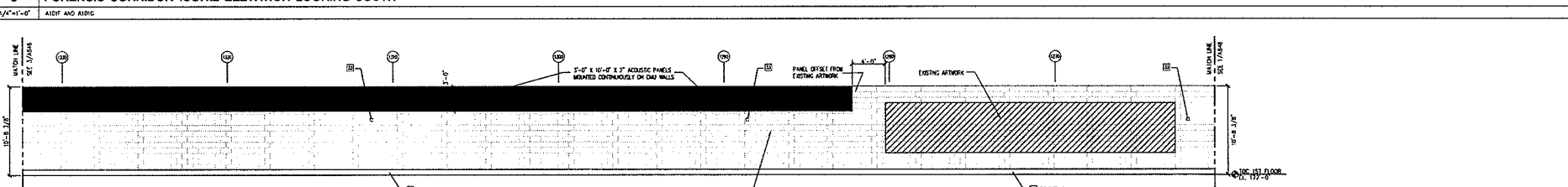
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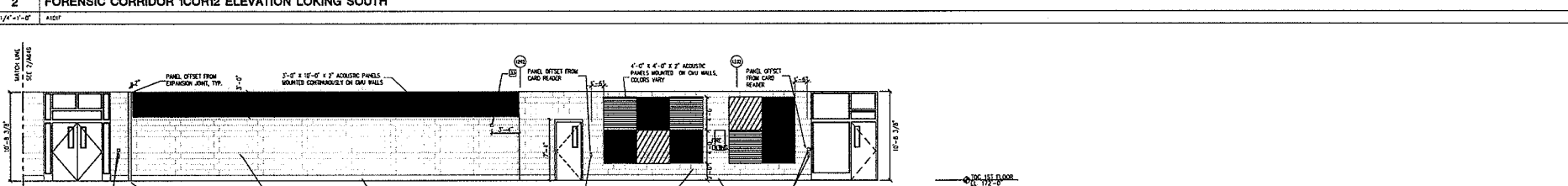
4 FORENSIC CORRIDOR 1COR12 ELEVATION LOOKING SOUTH



3 FORENSIC CORRIDOR 1COR12 ELEVATION LOOKING SOUTH



2 FORENSIC CORRIDOR 1COR12 ELEVATION LOOKING SOUTH



1 FORENSIC CORRIDOR 1COR12 ELEVATION LOOKING SOUTH

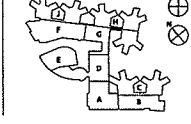
GENERAL NOTES

- REFER TO ROP'S FOR CEILING HEIGHTS
- REFER TO DWG A613 FOR TYP. EQUIPMENT MOUNTING HEIGHTS
- REFER TO DWG A613 FOR TYP. ELEVATOR DETAILS, DIMENSIONS & CONTROL MOUNTING HEIGHTS
- REFER TO DWGS A771-A773 FOR ENLARGED GLAZING PLANS AND DWGS A931-A932 FOR INTERIOR WINDOW TYPES

KEY NOTES

- WOOD-TOPPED CONCRETE BENCH
- GLAZED DRY BASE
- FACE BRICK - RUNNING BOND
- FACE BRICK - SOLID COURSE
- ACCENT MARBLE CLADDING
- FIRE EXTINGUISHER CABINET
- RECEPTION DESK
- PRECAST LINTEL
- TRANSOM WINDOW TR-1
- TRANSOM WINDOW TR-2
- PAINTED CMU
- MTL REVEAL PTD TO MATCH WALL
- EXTERIOR STRENGTHEN
- PAINTED STEEL COLUMN
- GRANITE BASE
- PAINTED CMU
- DRINKER, 31-1P UOB
- ACUSTICAL CONCRETE MASONRY
- STEEL JOIST - REFER TO STRUCT DWGS
- FIRE ALARM PULL STATION - SEE FIRE ALARM SYSTEM DWGS
- RUBBER WALL BASE
- GLASS BLOCK
- LOOKABLE COILING COVERED DOOR
- SALICONE JOINT
- SECURITY DEVICES - SEE SECURITY DWGS
- SECURITY DEVICES - SEE SECURITY DWGS
- WATER COOLER
- ADJUSTABLE CONCRETE MASONRY
- GRANITE BENCH
- THERMOFAST - SEE MECH DWGS
- DISPLAY CASE - REFER TO DR. 4/A767
- FIRE ALARM STRIKE - SEE FIRE ALARM SYSTEM DWGS
- HIGHLY CASE - REFER TO DR. 2/A767
- TICKETBOARD
- FIRE HOSE VALVE
- CONTROL JOINT - REFER TO DR. 11/A732
- DIRECTORY
- GLAZED CMU

KEY PLANS

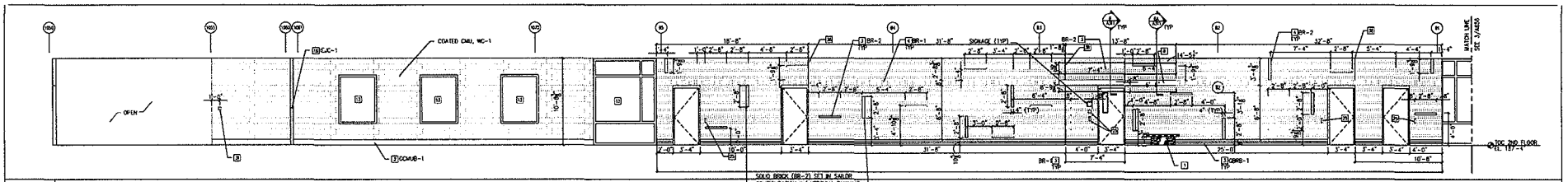


| | |
|--------------------|-------------|
| DATE | 3.03.2009 |
| SCALE | 1/4"=1'-0" |
| PROJECT NO. | 30052021.01 |
| DESIGNED BY | JL |
| DRAWN BY | BD |
| CHECKED BY | RM |
| REVISION/DIMENSION | DATE |

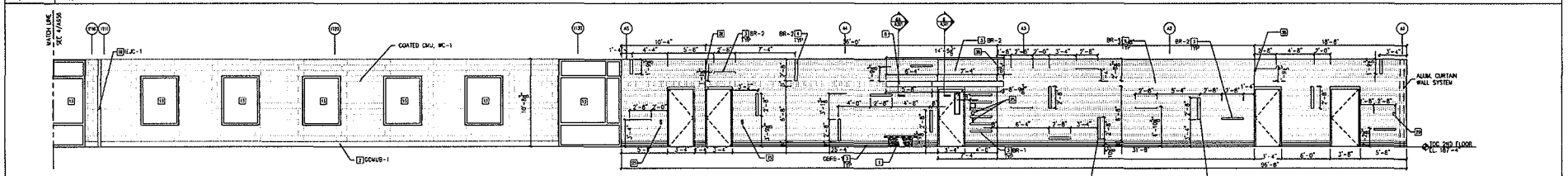
3/27/10
**District of Columbia
 Department of Mental Health**
 Saint Elizabeths
 New Hospital & Consolidation
 Washington, DC

INTERIOR
 ELEVATIONS -
 FORENSIC CORRIDOR

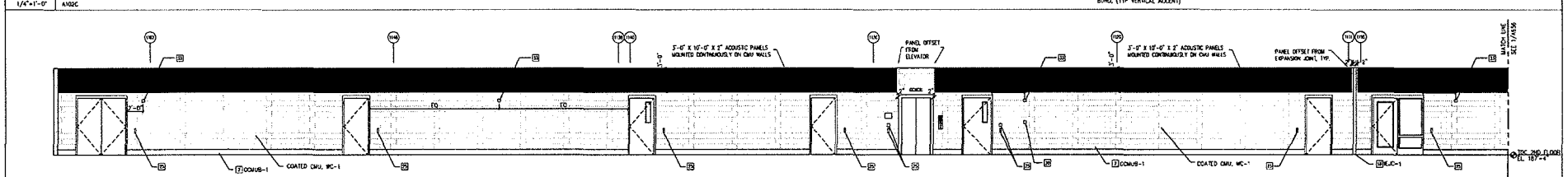
A646



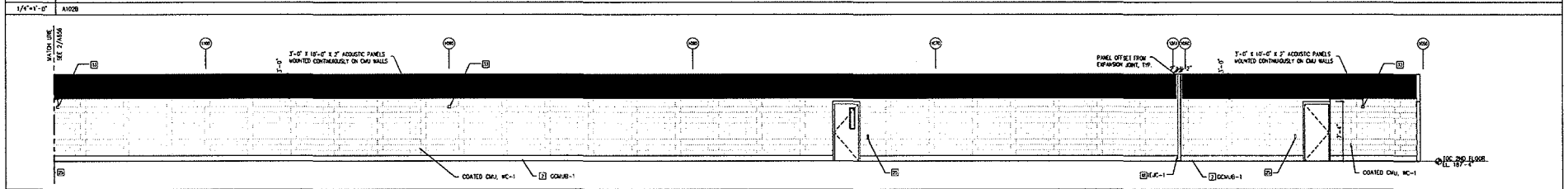
4 2ND FLOOR CORRIDOR 2COR11 ELEVATION LOOKING NORTH
1/4"=1'-0" A102B



3 2ND FLOOR CORRIDOR 2COR11 ELEVATION LOOKING NORTH
1/4"=1'-0" A102C



2 2ND FLOOR CORRIDOR 2COR11 ELEVATION LOOKING SOUTH
1/4"=1'-0" A102D

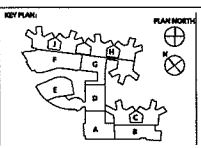


1 2ND FLOOR CORRIDOR 2COR11 ELEVATION LOOKING SOUTH
1/4"=1'-0" A102A AND A102E

GENERAL NOTES

- REFER TO ROP'S FOR CEILING HEIGHTS.
- REFER TO DWG A661 FOR TYP. EQUIPMENT MOUNTING HEIGHTS.
- REFER TO DWG A655 FOR TYP. ELEVATOR DETAILS, DIMENSIONS & CONTROL MOUNTING HEIGHTS.
- REFER TO DWGS A771-A773 FOR ENLARGED GLAZING PLANS AND DWGS A831-A832 FOR INTERIOR WINDOW TYPES.

- KEY NOTES**
- WOOD-TOPPED CONCRETE BENCH
 - GLAZED CMU BASE
 - FACE BRICK - FINISHING BOND
 - FACE BRICK - SOLDIER COURSE
 - ACCENT MIMBLE CLADDING
 - FIRE EXTINGUISHER CABINET
 - RECEPTION DESK
 - PRECAST LANTN
 - EXPANSION JOINT
 - FRANCHISON WINDOW TR-1
 - FRANCHISON WINDOW TR-2
 - PAINTED CMU
 - MET. REVEAL PTD TO MATCH WALL
 - EXTERIOR FINISH/POINT
 - PAINTED STEEL COLUMN
 - GRANITE BASE
 - PAINTED CMU
 - GRANITE, ST-1P UOD
 - RUBBER WALL BASE
 - MET. REVEAL PTD TO MATCH WALL
 - MOVABLE CEILING COUNTER DOOR
 - SILKLINE JOINT
 - SECURITY DEVICES - SEE SECURITY DWG
 - SCHEDULES ICE/CLING
 - WATER COOLER
 - ACOUSTICAL CONCRETE MASHARY
 - STEEL JOIST - REFER TO STRUCT DWGS
 - GRANITE REVDG
 - THERMOSTAT - SEE MECH DWGS
 - GLASS BLOCK
 - FIRE ALARM STROKE - SEE FIRE ALARM SYSTEM DWGS
 - TROPHY CASE - REFER TO DR. 2/17-767
 - TAPES/BOARD
 - MARKERBOARD
 - TAC HOSE VALVE
 - CONTROL JANT - REFER TO DR. 1/17-732
 - DIRECTORY
 - GLAZED CMU



REVISIONS:

| NO. | REVISION/SUBMISSION | DATE |
|-----|---------------------|---------|
| 1 | ISSUED FOR RFP | 3/23/20 |
| 2 | REVISION SET | 6/24/20 |

**District of Columbia
Department of Mental Health**

**St. Elizabeths
New Hospital & Consolidation**
Washington, DC

DATE: 3.03.2008
SCALE: 1/4"=1'-0"
DESIGNED BY: JS
DRAWING NO.: TD
CHECKED BY: TD

**INTERIOR
ELEVATIONS -
2ND FLOOR CORRIDORS**

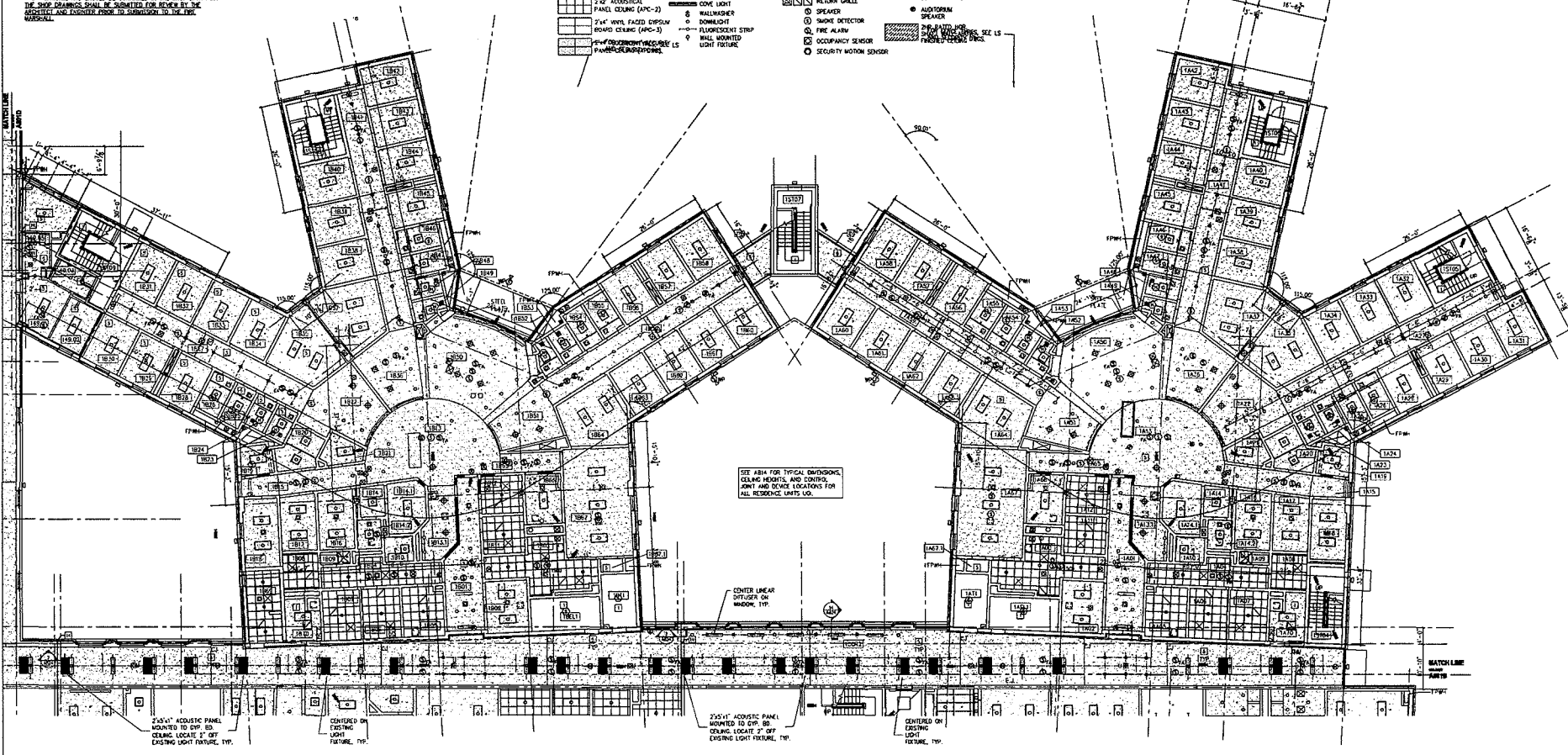
A656

RCP SPRINKLER NOTE:

THE SPRINKLER CONTRACTOR SHALL MEET WITH THE ARCHITECT AND ENGINEER PRIOR TO PREPARING SHOP DRAWINGS TO REVIEW ROOMING AND SPRINKLER HEAD LOCATIONS. THE SPRINKLER HEAD LOCATIONS SHOWN ON THE ARCHITECTURAL REFLECTED CEILING PLANS ARE PROVIDED TO SHOW DESIGN INTENT ONLY. LOCATIONS SHOWN DO NOT INCLUDE ANY ADDITIONAL REQUIREMENTS OF THE CODE AND SPECIFICATIONS, AND SHOULD BE CONFIRMED IN THE SHOP DRAWINGS. THE SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE ARCHITECT AND ENGINEER PRIOR TO SUBMISSION TO THE CITY OF WASHINGTON.

RCP LEGEND

- | | | | |
|---|---|---|---|
| <ul style="list-style-type: none"> PTB ABUSE RESISTANT CMB (CMB-1) 2'x4' ACOUSTICAL PANEL CEILING (APC-1) 2'x2' ACOUSTICAL PANEL CEILING (APC-2) 2'x4' VINYL FACED DRYWALL BOARD CEILING (APC-3) 2'x4' ACOUSTICAL PANEL CEILING (APC-4) 2'x4' VINYL FACED DRYWALL BOARD CEILING (APC-5) 2'x4' ACOUSTICAL PANEL CEILING (APC-6) | <ul style="list-style-type: none"> 2'x4' FLUORESCENT LIGHT 2'x2' FLUORESCENT LIGHT 1'x4' FLUORESCENT LIGHT 1'x2' FLUORESCENT LIGHT 1'x2' FLUORESCENT LIGHT WALLWASHER DOWNLIGHT FLUORESCENT STRIP WALL MOUNTED LIGHT FIXTURE | <ul style="list-style-type: none"> EXTERIOR LIGHT PENDANT LIGHT FIXTURE SUPPLY AIR DIFFUSER LINEAR AIR DIFFUSER RETURN GRILLE SPEAKER SMOKE DETECTOR FIRE ALARM OCCUPANCY SENSOR SECURITY MOTION SENSOR | <ul style="list-style-type: none"> 8'-0" C.L.G. HEIGHT AFF EXIT LIGHT SPRINKLER HEAD ACCESS PANEL SECURITY CAMERA AUTOTRACK SPEAKER 2'x4' VINYL FACED DRYWALL BOARD CEILING (APC-3) 2'x4' VINYL FACED DRYWALL BOARD CEILING (APC-5) |
|---|---|---|---|

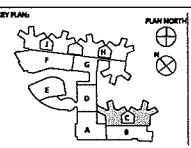


RCP GENERAL NOTES

1. ITEMS ARCHITECTURAL, STRUCTURAL, MECHANICAL, AIR DISTRIBUTION, FINISH, ACCESS PANELS, ELECTRICAL, LIFTING DEVICES, FIRE PROTECTION, ALARM PANELS, FIRE SUPPRESSION SYSTEM, TELECOM DEVICES, SECURITY DEVICES, ADDRESSING EQUIPMENT, ETC.) APPEARING ON RCP'S LOCATE ARCHITECTURAL DESIGN PRINT FOR PLACEMENT. SEE SPECIFIC DESCRIBE DRAWINGS FOR DIMENSIONS OF ITEMS AND REQUIREMENTS. CONTRACTOR SHALL COORDINATE & VERIFY FUNCTIONALITY OF ALL ITEMS PRIOR TO INSTALLATION.
2. ALL CEILING ON THE 1ST FLOOR SHALL BE 10'-0" AFF UOI.
3. CENTER SPRINKLER HEADS, OCCUPANCY SENSORS, FIRE ALARM & PA SPEAKERS IN CEILING SHALL BE 10'-0" AFF UOI.
4. CENTER LIGHTS AND DEVICES IN CORRIDOR/PASSWAY UOI.
5. IN ROOMS WHERE THERE IS ONLY ONE LIGHT, CENTER IN ROOM UOI.
6. CENTER CEILING CMB IN ROOM UNLESS OTHERWISE INDICATED.
7. LOCATION OF ALL CEILING MOUNTED DEVICES (LIGHTS, SPRINKLERS, ACCESS PANELS, SMOKE DETECTORS, JUNCTION BOXES, ETC.) TO BE SUBMITTED AND APPROVED BY CEILING COORDINATION DRAWINGS BY ARCHITECT PRIOR TO INSTALLATION.
8. ALL OPERATIONAL BOARD CEILING SHALL BE CMB-2 UOI.
9. REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE TYPES.
10. SEE SCHEDULE FOR TYPICAL CEILING EDGE CONNECTIONS. SEE SCHEDULE (EM) FOR CIP CEILING EDGE DETAILS. FOR CEILING IN LOBBY, SEE 4/1452.
11. REFER TO 4/1452 FOR TYPICAL ABOVE CEILING BRACING DETAIL FOR ALL CEILING MOUNTED EQUIPMENT AS REQUIRED.

RCP KEY NOTES

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. EXPOSED STRUCTURE ABOVE 2. EXTERIOR ABOVE 3. EXTERIOR SLOPED ABUSE RESISTANT CMB CLG 4. SLOPED PORTLAND CEMENT PLASTER ON METAL LATH CEILING 5. IMPACT RESISTANT CMB CEILING (CMB-2) 6. EXTERIOR SLOTTED BOARD (CMB-3) 7. 2 HOUR HORIZONTAL SHUT WALL 8. LABORATORY SERVICE CHASE. SEE 1/4752. 9. HOIST JOISTS 10. UNFINISHED PROJECTION SCREEN | <ul style="list-style-type: none"> 11. SAG RESISTANT CMB CEILING (CMB-3) 12. WATER RESISTANT CMB CEILING (CMB-4) 13. PROJECTION SCREEN (P.S.) INDICATES TYPE 14. EXPANSION JOINT 15. 2 HR RATED SLAB ABOVE 16. CURTAIN TRACK 17. SIGNAL LIGHT 18. VINYL-FACED APC (APC-3) 19. ROLL-UP CMB DIVIDER 20. BASKETBALL STOP & GOAL 21. VENTED SOFT WALL HANGING PERIMETER OF SOFT |
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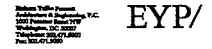


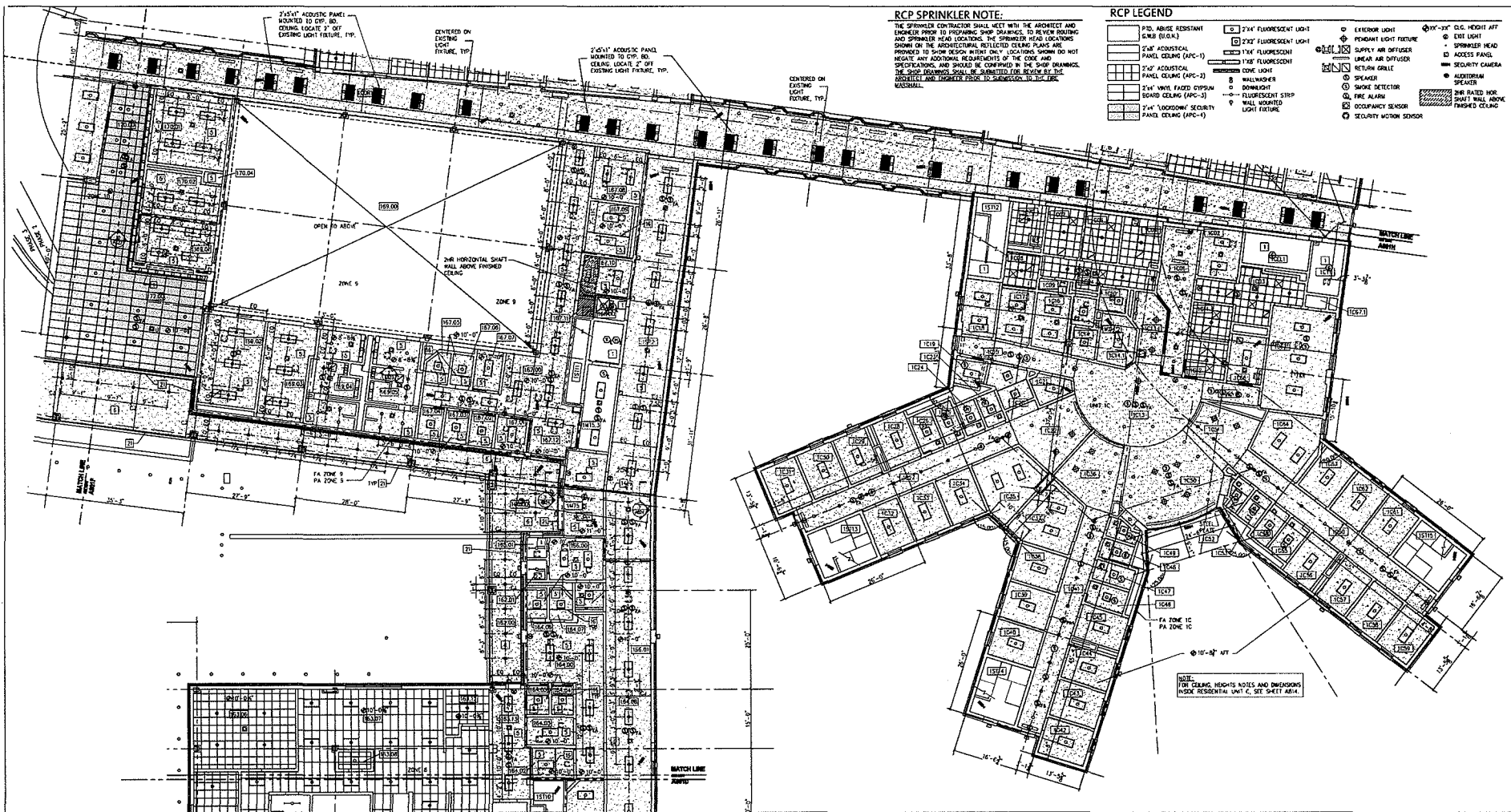
RELIEF FOR RCP
RECORD SET
DATE: 10/20/10
06/20/10

**District of Columbia
Department of Mental Health**
**Saint Elizabeths
New Hospital & Consolidation**
Washington, DC

DATE: 2.03.2008
SCALE: 1/8"=1'-0"
BY PROJECT NO.: 08-2002-0013
DESIGNED BY: OH
DRAWN BY: PD
CHECKED BY: EC
FIRST FLOOR RCP
SECTION "C"

A801C





RCP SPRINKLER NOTE:
 THE SPRINKLER CONTRACTOR SHALL MEET WITH THE ARCHITECT AND ENGINEER PRIOR TO FURNISHING SHOP DRAWINGS TO REVIEW ROUTING AND SPRINKLER HEAD LOCATIONS. THE SPRINKLER HEAD LOCATIONS SHOWN ON THE ARCHITECTURAL REFLECTED CEILING PLANS ARE PROVIDED TO SHOW DESIGN INTENT ONLY. LOCATIONS SHOWN DO NOT MEAN ANY ADDITIONAL REQUIREMENTS OF THE CODE AND SPECIFICATIONS, AND SHOULD BE CONFIRMED IN THE SHOP DRAWINGS. THE SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE ARCHITECT AND ENGINEER PRIOR TO SUBMISSION TO THE FIRE DEPARTMENT.

RCP LEGEND

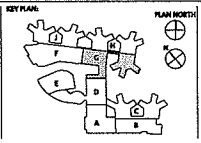
| | | | |
|--|---------------------------|------------------------------|--|
| □ P10 ABUSE RESISTANT GENE (R10-A) | □ 2'x4' FLUORESCENT LIGHT | ○ EXTERIOR LIGHT | ○ 10'-0" C.G. HEIGHT AFF |
| □ 2'x2' ACoustICAL PANEL CEILING (APC-1) | □ 2'x2' FLUORESCENT LIGHT | ○ PNEUMATIC LIGHT FEATURE | ○ EYE LIGHT |
| □ 2'x2' ACoustICAL PANEL CEILING (APC-2) | □ 2'x2' FLUORESCENT LIGHT | ○ SUPPLY AIR DIFFUSER | ○ SPRINKLER HEAD |
| □ 2'x2' ACoustICAL PANEL CEILING (APC-3) | □ 2'x2' FLUORESCENT LIGHT | ○ LINEAR AIR DIFFUSER | ○ ACCESS PANEL |
| □ 2'x4' VINYL FACED COPPER BOARD CEILING (APC-4) | □ 2'x4' FLUORESCENT LIGHT | ○ RETURN GRILLE | ○ SECURITY CAMERA |
| □ 2'x4' LOCKDOWN SECURITY PANEL CEILING (APC-5) | □ 2'x4' FLUORESCENT LIGHT | ○ SPEAKER | ○ ALTERNATING SPEAKER |
| □ 2'x4' LOCKDOWN SECURITY PANEL CEILING (APC-6) | □ 2'x4' FLUORESCENT LIGHT | ○ SMOKE DETECTOR | ○ 2HR RATED HOR SHIELD WALL ABOVE FINISHED CEILING |
| □ 2'x4' LOCKDOWN SECURITY PANEL CEILING (APC-7) | □ 2'x4' FLUORESCENT LIGHT | ○ FIRE ALARM | ○ SECURITY MOTION SENSOR |
| □ 2'x4' LOCKDOWN SECURITY PANEL CEILING (APC-8) | □ 2'x4' FLUORESCENT LIGHT | ○ WALL MOUNTED LIGHT FEATURE | |

RCP GENERAL NOTES

1. ITEMS (ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND DISTRIBUTION) SPRING, ACCESS PANELS (ELECTRICAL, PIPING, WORKING DEVICES), FIRE PROTECTION (ALARM DEVICES, FIRE SUPPRESSION SYSTEM), TELECOM DEVICES, SECURITY DEVICES, ADDITIONAL EQUIPMENT, ETC.) APPEARING ON RCP'S INCLUDE ARCHITECTURAL DESIGN INTENT FOR PLACEMENT. SEE SPECIFIC DISCIPLINE DRAWINGS FOR BALANCE OF ITEMS AND REQUIREMENTS. COORDINATION SHALL CORROBORATE & VERIFY FUNCTIONALITY OF ALL ITEMS PRIOR TO INSTALLATION.
2. ALL CEILING ON THE 1ST FLOOR SHALL BE 10'-00" AFF MIN.
3. ALL CEILING ON THE 2ND FLOOR SHALL BE 10'-00" AFF MIN.
4. CENTER SPRINKLER HEADS, OCCUPANCY SENSORS, FIRE ALARM & PA SPEAKERS IN CEILING TILES WHERE APPLICABLE.
5. CENTER LIGHTS AND DEVICES IN CORRIDOR/HALLWAY JO.
6. IN ROOMS WHERE THERE IS ONLY ONE LIGHT, CENTER IN ROOM JO.
7. CENTER CEILING GRID IN ROOM UNLESS OTHERWISE INDICATED.
8. LOCATION OF ALL CEILING MOUNTED DEVICES (LIGHTS, SPRINKLERS, ACCESS PANELS, SMOKE DETECTORS, JUNCTION BOXES, ETC.) TO BE SUBMITTED AND APPROVED ON CEILING COORDINATION DRAWINGS BY ARCHITECT PRIOR TO INSTALLATION.
9. ALL OPENING BOARD CEILING SHALL BE 08B-2 JO.
10. REFER TO ELECTRICAL DRAWINGS FOR LIGHT FEATURE TYPES.
11. SEE 1/4/2017 FOR TYPICAL CEILING EDGE CONNECTIONS. SET 3/4/21 (S44) FOR RCP CEILING EDGE DETAILS. FOR CEILING IN LOBBY, SEE 4/4/21.
12. REFER TO 4/4/21 FOR TYPICAL ABOVE CEILING BRACING DETAIL FOR ALL CEILING MOUNTED EQUIPMENT AS REQUIRED.

RCP KEY NOTES

1. EXPOSED STRUCTURE ABOVE
2. 1/2" LIGHT ABOVE
3. EXTERIOR SLOPED ABUSE RESISTANT ONE C/G EXPANSION JOINT
4. SLOTTED PORTLAND CEMENT PLASTER ON METAL LAMIN CEILING
5. ABUSE RESISTANT ONE CEILING (08B-2)
6. EXTERIOR SOFFIT BOARD (08B-2)
7. 2 HOUR HORIZONTAL SHIELD WALL
8. LABORATORY SERVICE CHASE. SEE 1/4/21.
9. ROOF JOISTS
10. MOTORIZED PROJECTION SCREEN
11. SDC RESISTANT ONE CEILING (08B-3)
12. WATER RESISTANT ONE CEILING (08B-4)
13. PROJECTION SCREEN (P10, INDICATES TYPE)
14. 2 HR RATED SLAB ABOVE CURBLE CURTAIN TRACK
15. VINYL-FACED APC (APC-3)
16. ROL-UP GYM DIMMER
17. BASKETBALL STOP & GOAL
18. VENTED SOFFIT WALLING ALONG PERIMETER OF SOFFIT



| | |
|---------------------------|----------|
| ISSUED FOR RFP | 10.27.10 |
| RECORD SET | 04.30.10 |
| INCL. REVISION/PERMISSION | DATE |

District of Columbia
 Department of Mental Health
 Saint Elizabeths
 New Hospital & Consolidation
 Washington, DC

| | |
|-----------------------------|----------------------|
| DATE: | 3.28.2009 |
| SCALE: | 3/8"=1'-0" |
| EVP PROJECT NO.: | 20080000000000000000 |
| DESIGNED BY: | ON |
| DRAWING BY: | NO |
| CHECKED BY: | EC |
| FIRST FLOOR RCP SECTION 'C' | |

A801G

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 1000 Pennsylvania Avenue, N.W.
 Washington, DC 20004
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