

**DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES
64 NEW YORK AVEUNE, NE 2ND FLOOR, WASHINGTON, DC 20002
TELEPHONE NUMBER: (202) 671-3171; FAX NUMBER: (202) 671-3395**

August 4, 2016

**INVITATION FOR BID (IFB)
INTEGRATED SECURITY SURVEILLANCE MONITORING SYSTEM
RM-16-IFB-077-BY0-TYM
AMENDMENT NUMBER. 005**

TO ALL PROSPECTIVE BIDDERS:

THE ABOVE REFERENCED SOLICITATION HAS BEEN AMENDED TO REFLECT THE FOLLOWING:

Question No.	IFB Section	Question
1		Cameras 55 through 66 are not shown on the drawings. Are these cameras to be placed in existing locations around the ballfield?
DBH RESPONSE: Please see new comment added on attached drawing. (Attachment A)		
2		If cameras are to be placed in existing locations? Around the ballfield, what is the fill ratio of the conduit currently in use and are the runs fiber or converted to fiber somewhere on the ballfield?
DBH RESPONSE: Prospective Bidders shall assume there is no existing conduit available.		
3		On your drawing provided at the pre-bid meeting a pole is shown outside of the guard house. This will hold cameras 51 through 54. Is this an existing pole?
DBH RESPONSE: Yes, this is an existing pole however it is the Bidder's responsibility to ensure that the pole is capable of being utilized for camera mounting.		
4		Do you have a path back to the guard house?
DBH RESPONSE: Bidder shall assume that there is no existing conduit available.		
5		If this is a new pole, please provide specifications for the pole and a picture depicting the type of pole architecture needs.
DBH RESPONSE: It is the Bidder's responsibility to ensure the pole is capable of being utilized for camera mounting. Please refer to Attachment A.		
6		You stated all new cameras will need to be in conduit back to the head end location. Does our bid include all core drilling, electrical requirements, and x-rays needed for this?
DBH RESPONSE: Bidder is to include all labor and materials necessary to provide a fully functional system that conforms in every way with the solicitation requirements.		
7		You stated during the walkthrough that Cat 7 was preferred. Has OCTO signed off on this? They use Cat6 currently.
DBH RESPONSE: Our current cabling structure is Cat6.		
8	C.3.6.2	Are HP/BCD Video Servers acceptable as they offer higher certified throughput performance than Dell?

DBH RESPONSE: The Contractor shall propose and implement DELL servers or approved equal meeting all salient characteristics and performance requirements of the solicitation. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and, for purposes of determining the Bidder's responsiveness, this evaluation will be based on information furnished by the Bidder or identified in his/her Bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid submittal and not reasonably available to the District.

9		Is RAID5 drive redundancy required?
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DBH RESPONSE: Yes

10		Are Dual Power supplies required on the servers?
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DBH RESPONSE: Yes.

11		Should the solution include failover Management and Recording servers?
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DBH RESPONSE: Yes. IP Video Management Software (VMS) designed for failover recordings and redundant management servers to ensure video. .

12	C.3.6.18	Should the encoder models referenced in Section C.3.6.18 be considered mandatory?
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DBH RESPONSE:
The Contractor shall propose and implement the specified encoders or approved equal encoder meeting all salient characteristics and performance requirements of the solicitation. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and, for purposes of determining the Bidder's responsiveness, this evaluation will be based on information furnished by the Bidder or identified in his/her Bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid submittal and not reasonably available to the District.

13		What are/is the manufacturer of the TWIDS and the PIDS?
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DBH RESPONSE:
The Taut Wire Intrusion Detection System (TWIDS) and the Perimeter Intrusion Detection Systems are manufactured by DeTekion Security Systems, Inc.

14		Integrations to TWIDS/PIDS and SDK: is integration using inputs and outputs acceptable? How many alarm points would be needed? What is the expectation of integration, e.g., camera call up or alarm if a zone is active?
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DBH RESPONSE:
For the PIDS we have 21 zones for alarms and the TWIDS 29 zones for the alarms. We would need the cameras to view human activity if the fence line has been touching as well as all call ups. All of the integrations we need to operate the Master Control Room for all hospital operation systems that includes Door Control Operation, Door Monitoring, Paging Operation, Video Surveillance, Security Intercom Operation, Perimeter Intrusion Detection System Monitoring, Taut Wire Intrusion System Monitoring and Wired And Wireless Personal Duress and Panic Button Monitoring.

15		What is the existing analog intercom system?
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DBH RESPONSE:
The existing analog intercom system is manufactured by TOA Electronics.

16		This contract appears to call for a full-time Project Manager; is that the intent?
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DBH RESPONSE:
Yes. The Contractor is required to provide a Project Manager on a full-time basis.

17	C.6.2	What evidence does the Contractor need to provide in order to meet the Vendor Qualification of Section C.6.2??
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DBH RESPONSE:
Section C.6.2 has been revised to read: "Installer must possess, at time of bid submittal, expertise in migration of legacy systems and implementation of multi-component security systems; Installer must provide evidence of being an expert level technician or provide any expert level certifications based on the software platform requirements of the approved software company the Vendor selects."

18		Please provide the desired sequence for the desired integration and operation of the VMS with the Taut Wire Intrusion Detection System (TWIDS)?
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DBH RESPONSE:
Bidder is to provide integration with the existing systems, including a defined sequence of operations for associated integration system meeting the solicitation requirements

19		Please provide the desired sequence for the integrated and operation of the VMS with the Fiber Guard Perimeter Intrusion Detection System (PIDS).
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including a defined sequence of operations for associated, integrated systems meeting the solicitation requirements.		
20		Please provide the desired sequence for the desired integration and operation of the VMS with the Duress Call System.
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including a defined sequence of operations for associated, integrated systems meeting the solicitation requirements.		
21		Please provide the desired sequence for the desired integration and operation of the VMS with the Intercom System.
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including a defined sequence of operations for associated, integrated systems meeting the solicitation requirements.		
22		Please provide the desired sequence for the desired integration and operation of the VMS with the Access Control System.
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including a defined sequence of operations for associated, integrated systems meeting the solicitation requirements.		
23		Please provide the desired sequence for the desired integration and operation of the VMS with the existing Master Security Room (MSR) equipment.
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including a defined sequence of operations for associated, integrated systems meeting the solicitation requirements.		
24		What is the protocol of the existing PTZ cameras?
DBH RESPONSE: The Contractor shall provide integration with the existing systems, including integration of all existing equipment in a manner meeting the solicitation requirements.		
25	Section C.2.3	We respectfully request that the language in C.2.3 be removed – specifically the unilateral ability of the COTR to issue determine that the VMS has impacted any of the listed systems in a negative manner and that the sole option of the COTR will required the Contractor to repair or restore the systems that are believed to be impacted.
DBH RESPONSE: Bidders shall comply with all respects of Section C.2.3.		
26	Section C.3.8	Will the Contractor be able to implement both the migration and new work concurrently?
DBH RESPONSE: Please refer to Section C.3.8		
27		DC Law requires contract in excess of \$1,000,000 to be approved by the Council of the District of Columbia. Given that the project will be in excess of the \$1,000,000 threshold, will the completion date be extended to account for the potential delays in award?
DBH RESPONSE: This project is not expected to exceed the \$1,000,000 threshold.		
28		What is the RAID level required for the legacy camera unification?
DBH RESPONSE: RAID5		
29		One prerequisite to being paid on this project is for sign-off that all views/picture quality, etc. of the installed system is acceptable. What defines and acceptable view? The existing infrastructure is analog and the picture quality is far below today's Arecont capabilities. However, the unification of this project appears to require us to re-use the existing analog cameras that will do nothing to improve the image quality at central station. If the image that is coming into the head-end

		is poor, the viewing image will be poor as well. Please confirm the District understands this issue and please remove any language the acceptance of the image quality of live or recorded video, as this Contractor has no ability to improve the image quality. If this language is not removed, this Contractor will potentially be forced to replace all existing cameras – is this the District's intent?
DBH RESPONSE: Bidder shall comply in every respect with the requirements of C.3.7.11.		
30		What is the RAID level required for the new storage infrastructure for the new cameras?
DBH RESPONSE: RAID5		
31		Can the District provide Bidders with as-built drawings of all existing conduit infrastructure? If existing infrastructure exists, are we able to use this infrastructure or are we required to install our own separate conduit system?
DBH RESPONSE: If available, the District shall provide, whoever, Bidders shall not rely on the accuracy or availability of documents provided by the District in formulation of its bid, nor shall Bidders rely on the availability or capacity of existing infrastructure for use in Bidder's proposed solution.		
32		CLIN 010 requires the installation of thirteen (13) NVT CLEER 24 Port switches (NV-CLR-024); however, C.3.6.7 of the solicitation requires Cisco Catalyst switches. Which is correct?
DBH RESPONSE: The CLIN 010 mentioned above has been removed from the solicitation along with the Contractor's requirement to provide Catalyst switches. These items are covered under the Section C.10 District's Requirements.		
33		Section C.3.6.9 requires the provision of the core master switch. This is at least a \$75,000.00 component and there is no CLIN associated with these required devices. Where is the Bidder supposed to put the cost for this hardware?
DBH RESPONSE: The Contractor requirement to provide core master switches has been removed. These items are covered under Section C.10 District Responsibilities.		
34		The contract documents do establish select parameters regarding storage, but what are the contract requirements for redundancy? How is redundancy defined? Are we to provide redundant software licensing? Redundant management servers? Redundant storage? Redundant communications infrastructure? Redundant network switches?
DBH RESPONSE: Redundancy shall be defined as weekly. Network switches shall be a responsibility of the District.		
35		We respectfully request that you remove the scope requirement from C.3.7.11 that requires the contractor to perform field engineering and documentation prior to cameras installation. There is no software are on the market that will perform these services thus you are asking for multiple individuals to walk around with hand-held monitors and perform extensive engineering and installation work. We estimate that this work would take at least 4 hours per camera to complete, adding significant cost to the job and an extension of the timeline. It will also limit the bidding field as there are very few firms that have the ability to perform and document this level of sophisticated engineering.
DBH RESPONSE: Bidders shall comply in every respect with the requirements of C.3.7.11.		
36		Solicitation Number RM-16-IFB-077-BY0 is hereby revised and replaced with the attached Solicitation (Attachment B)
37		Section C.10 District Responsibilities, has been added to Solicitation Number RM-16-IFB-077-BY0-TYM.

38		Section L.22 Name Brand or Equal has been added to Solicitation Number RM-16-IFB-077-BY0-TYM
39		<p>The Due Date for Questions on this Invitation for Bid is extended and is hereby amended to reflect the following:</p> <p>The Submission Date for Questions has been changed from “No Later Than Tuesday, July 5, 2016” to “No Later Than Monday, August 8, 2016.”</p>
		<p>The Submission Date for this Invitation for Bid is extended and is hereby amended to reflect the following:</p> <p>The Submission Date has been changed from “Postponed Until Further Notice.” to Proposals shall be submitted “No Later Than 2:00 P.M. local time on Tuesday, August 16, 2016.”</p>
40	Section G.3	Bidders shall submit Bid Guaranty, Payment and Performance Bonds with their response to the Solicitation.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR BID REMAIN UNCHANGED.

Only one copy of this Amendment is being sent to prospective Bidders. Bidders shall sign below and attach a signed copy of this Amendment to each Bid to be submitted to the place specified for receipt of Bids. Bids shall be mailed or delivered in accordance with the instructions provided in the original IFB. This signed Amendment must be included with your submission in response to this IFB.

Failure to acknowledge receipt of Amendment No.: 005 for Solicitation Number **RM-16-IFB-077-BY0-TYM** may be cause for rejection of any bid submitted in response to the subject IFB.

Signed:

George G. Lewis, CPPO
Chief Contracting Officer

Amendment No.: 005 is hereby acknowledged and is considered a part of the Bid for Solicitation Number **RM-16-IFB-077-BY0-TYM**.

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Offeror

ATTACHMENT A

REVISED DRAWING



12 cameras along the ballfield area to provide surveillance of the main parking lot adjacent to the Saint Elizabeths facility that captures all vehicular and human traffic.

ATTACHMENT B

REVISED SOLICITATION NUMBER RM-16-IFB-077-BY0-TYM



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT
DEPARTMENT OF BEHAVIORAL HEALTH**

INVITATION FOR BID (IFB)

Solicitation Number: RM-16-IFB-077-BY0-TYM
Integrated Security Surveillance Monitoring System Installation

The Government of the District of Columbia, Department of Behavioral Health (DBH) is seeking a qualified Contractor to provide security cameras for the St Elizabeths Hospital (SEH) which shall be used for the an anticipated project now known as the Integrated Security Surveillance Monitoring System Installation Project (the Project).

Opening Date: June 14, 2016
Closing Date: July 5, 2016 – **REVISED August 16, 2016**
Closing Time: 2:00 P.M. Local Time

Optional Pre-Bid Conference: Tuesday, June 21, 2016 at 1:30 PM EST
Saint Elizabeths Hospital
1100 Alabama Avenue, SE, FED Conference Room 190.12
Washington, DC 20032

To obtain a hard copy of the Invitation for Bid (IFB) please contact Tonya Mills, Contract Specialist, at:

D.C. Department of Behavioral Health | Contracts and Procurement Services
64 New York Avenue NE – 2nd Floor- West Side Building Entrance, Washington DC 20002
Telephone: 202-671-3178 or at Tonya.Mills@dc.gov

Or visit our website www.dbh.dc.gov – “Opportunities” then select “Contract Opportunities” to obtain a soft copy. Any and all questions pertaining to this Solicitation must be submitted in writing **No Later Than, June 29, 2016 at 2:00PM Local Time to:**

Tonya Mills
Contract Specialist
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 671-3178 - Office
(202) 671-3395 - Fax
Tonya.Mills@dc.gov

**DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
SOLICITATION, OFFER AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 OF 87	
		3. CONTRACT NAME & NUMBER: Integrated Security Surveillance Monitoring System Installation	
		4. SOLICITATION NUMBER: RM-16-IFB-077-BY0-TYM	
		5. DATE ISSUED: June 9, 2016	
		6. CLOSING DATE/TIME: August 16, 2016 @ 2:00pm Local Time	
7. TYPE OF SOLICITATION: [X] INVITATION FOR BID (IFB)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Tonya Mills Contract Specialist	TELEPHONE NUMBER: 202-671-3178	B. E-MAIL ADDRESS: Tonya.Mills@dc.gov

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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17_calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFQ/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 DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) George Lewis, CPPO Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

PART 1 – THE SCHEDULE**SECTION B****SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST****B.1 PURPOSE OF CONTRACT**

The District of Columbia, Department of Behavioral Health (DBH) is seeking an experienced and qualified Contractor to provide Integrated Security Surveillance Monitoring System Installation for St Elizabeths Hospital (SEH) which shall be used for the an anticipated project now known as the Project (the Project). See Section C.3.

B.2 CONTRACT TYPE

The District contemplates award of a Firm Fixed Price Contract resulting from this Solicitation in accordance with 27 DCMR, Chapter 24. The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder which offers the lowest-priced bid – conforming to the solicitation requirements – evaluated according to Section L.1.2. The District contemplates award of a firm fixed price contract. Accessories shall be priced as one lot, i.e., one set of all of the accessories for each Camera Type constitutes one (1) lot.

B.3. SUBCONTRACTING

A Bidder responding to this Solicitation which has subcontracting requirements shall be mandated to submit with its Bid, any subcontracting plan required by law. Bids submissions responding to this Invitation for Bid (IFB) may be rejected if the Bidder fails to submit a subcontracting plan that is required by law. **For Contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.** A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

B.4 ORDERING PROCEDURES

The items ordered under this Contract resulting from this Solicitation are covered under the Schedule B list of items in this Section. All orders against this Contract are subject to the Terms and Conditions specified and for the period stated.

B.5 Schedule B – PRICING SHEET

The Period of Performance (POP) under the Contract resulting from this Solicitation shall be for One (1) Year from the Date of Award. The Price Sheet must be priced at unit level provided and must include cost per unit and extended cost. **There shall be no alterations to the Schedule B Price Sheet.**

B.5 SCHEDULE B PRICING: SUPPLIES/SERVICES AND PRICE/COSTS**B.5.1 Pricing: One Year from Date of Award**

Contract Line Item # (CLIN)	SUPPLIES The District of Columbia, Department of Behavioral Health (DBH) is seeking an experienced and qualified Contractor to provide Integrated Security Surveillance Monitoring System Installation for St Elizabeths Hospital (SEH) as described in Section C.	Quantity	Unit Price	Extended Price
	Description of Supplies			
001	The Contractor shall install Arecont Vision IP Cameras AV20175DN-08 or approved equal at the end of each Unit to Surveillance footage of the three main residential hallways facing toward the exterior exit door in each of the Hospital's 11 units. Each camera shall conform in every way with the requirement.	33	\$ _____	\$ _____
002	The Contractor shall install an Arecont Vision IP Camera AV20175DN-08 or approved equal in the dayroom of each unit that faces the Nurse's Station in each of SEH's client units. Each camera shall conform in every way with the requirement. Section C.2	11	\$ _____	\$ _____
003	The Contractor shall install Arecont Vision IP Cameras AV20175DN-08 or approved equal in the long hallway on each of the two Therapeutic Learning Centers. Each camera shall conform in every way with the requirement. Section C.2	2	\$ _____	\$ _____
004	The Contractor shall install Arecont Vision Cameras AV3226PMTIR-S or approved equal by the Hospital's entrance gate (known as Gate 6) to capture foot traffic and vehicular traffic entering and leaving the Hospital campus. Each camera shall conform in every way with the requirement. Section C.2	3	\$ _____	\$ _____

Integrated Security Surveillance Monitoring System Installation**RM-16-IFB-077-BY0-TYM**

005	The Contractor shall install Arecont Vision Cameras AV20185DN-HB or approved equal at the front of the Hospital's transitional entrance area that are capable of capturing persons entering and exiting the Hospital, persons gather in in the nearby picnic area and all activities in these areas. Each camera shall conform in every way with the requirement. Section C.2	2	\$ _____	\$ _____
006	The Contractor shall install Arecont Vision Camera AV10225PMIR-S or approved equal in the Hospital's rear exterior wall behind the transitional gym that captures vehicular and human traffic and all activities in this area. This camera shall conform in every way with the requirement. Section C.2	1	\$ _____	\$ _____
007	The Contractor shall install Arecont Vision Camera AV20185DN-08 or approved equal in the parking lot nearest Gate 6 that captures vehicular and human traffic. This camera shall conform in every way with the requirement. Section C.2	1	\$ _____	\$ _____
008	The Contractor shall install Arecont Vision IP Camera AV3555DN-S or approved equal in the cashier's office, capturing persons entering and exiting the cashier's office. This camera shall conform in every way with the requirement. Section C.2	1	\$ _____	\$ _____
009	The Contractor shall install Arecont Vision IP camera AV20185DN-HB or approved equal to provide surveillance of the main parking lot adjacent to the SEH facility that captures all vehicular and human traffic. These cameras shall conform in every way with requirements of Section C.2	12	\$ _____	\$ _____
	Permits, Fees, Licenses, Certifications with the requirements fo Section C.3.8.32	1	\$ _____	\$ _____
011	Extended Warranty for All Cameras and Accessories	1	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT		\$ _____	\$ _____

To calculate Extended Price multiply Quantity by Unit Price. To calculate Total Price add up Extended Prices of all camera (001-009), Warranty and Accessories and Permits, Fees, Licenses and Certifications (010-011) according to Section L.1.2.

 Signature of Authorized Personnel

 Print Name of Business/Organization

 Date

 Print Name of Authorized Personnel

 Title

- B.5.2** In the event funding is not obtained to provide for the quantity and variety of cameras detailed above, the District shall proceed with a modified Section B CLIN structure/quantity that revises the total number of new IP cameras that shall be provided.

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

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

The Department of Behavioral Health (DBH) provides services and supports to eligible adults, children and their families for the prevention, intervention and treatment of mental health, along with substance use disorders.

DBH operates several critical Behavioral Health Programs which include but are not limited to the Comprehensive Psychiatric Emergency Program (CPEP) a Twenty-Four Hour/Seven Day a Week facility located on the old DC General Campus located at 1905 E Street SE, Building #14, Washington, DC 20003, along with Saint Elizabeths Hospital (SEH) which is a 292 bed Adult In Patient Acute Care Mental Health Hospital, located at 1100 Alabama Avenue, SE, Washington, DC 20032.

DBH operates Saint Elizabeth' Hospital (SEH)—SEH's 292-bed inpatient acute care adult mental health facility. The 450,000 square-foot two level Hospital building, located at 1100 Alabama Avenue, SE, Washington, DC 20032 was opened in spring of 2010. The building features a modern security system with 298 cameras , a Video Management System (VMS) that includes a video recording system, integrated with two layers of secure fencing around the maximum-security section of the building—a Taut Wire Intrusion Detection System (TWIDS) and the Fiber Guard Perimeter Intrusion Detection System (PIDS).

SEH's Risk Management Department investigates all unusual incidents reports that are submitted by individuals in care and staff, and relies heavily on the building's security recording and IT systems to conduct its work. The Hospital also relies on its VMS and integrated systems to conduct investigations and to maintain safety and security on its campus and in its facilities

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

The Department of Behavioral Health (DBH) is seeking a Contractor to provide all materials, equipment, planning, coordinating and delivery of good and materials. The project consists of component parts as outlined below:

- C.2.1 The Contractor shall provide SEH with an IPVMS including software, hardware, and professional services necessary to migrate (298) existing analog cameras from the recording system (legacy system) to an Internet Protocol based Video Management System (IPVMS). The project shall also allow for an expansion of the video surveillance system through the deployment of sixty six (66) new IP video cameras that has multiple lens options in single camera housing can operate on the same software (open) platform as the legacy cameras. The Contractor shall provide, install, and test all required software, hardware, materials, conduit and cabling, as well as provide engineering, and professional services necessary for a turnkey migration, and expansion of the SEH video surveillance system.
- C.2.2 The Contractor shall provide a complete and fully IPVMS as detailed in the scope of work and technical specifications. The Contractor shall provide a comprehensive and fully functional turnkey IPVMS having monitoring and control equipment, video processing and archiving

equipment, IP video cameras, transmission and communication devices, routing hardware, housings, lenses, grounding and surge protection, patch panels, encoders, decoders, servers, workstations, switches, racks, and other equipment necessary for a turnkey deployment. The Contractor shall provide all items required for a complete and fully functional IPVMS whether or not specifically identified within this specification, including but not limited to, power supplies, midspan devices, power distribution modules, and power backup devices necessary to support the equipment identified in specifications.

- C.2.3 The Contractor shall carefully plan and take every such step necessary to ensure that camera recording, viewing, and the integration and functionality of ancillary systems is not interrupted or otherwise adversely affected at any time during the project. If, at any time during the performance of this contract, and in the sole opinion and determination of the SEH COTR, the functionality or performance of the VMS, the IPVMS, TWIDS, PIDS, Intercom, Access Control Systems or any other ancillary systems is affected by the actions of the Contractor in such a way as to cause a condition whereby there is a undesirable impact on the security of SEH, the Contractor shall be obligated to repair or restore the impacted systems in accordance with terms and obligations of Section C.2 of this Contract. For the avoidance of doubt, all penalties of Section G shall apply to this Section.
- C.2.4 The Contractor shall assign a full time Project Manager responsible for scheduling, coordination, reporting, and overall project implementation. The Contractor shall provide a schedule indicating the sequence of work, durations of individual tasks, delivery dates for all material, devices and equipment and detail any interface or coordination requirements with affected parties.
- C.2.5 The Contractor shall provide support for all components the IPVMS system, including a two-year warranty on the complete system, submittals and shop drawings, comprehensive commissioning and testing, training services for SEH and Operators, coordination, reporting and record documentation, maintenance, and sustainment service
- C.2.6 The Contractor shall be responsible for the turnkey integration of the IPVMS with the existing Intercom System, the Taunt Wire Intrusion Detection (TWIDS), the Fiber Guard Perimeter Intrusion Detection System (PIDS), the existing Duress Call System, and all existing Master Security Room (MSR) equipment, including but not limited to monitors, workstations and Pan Tilt Zoom (PTZ controls). The Contractor shall ensure all legacy cameras and new IP cameras operate on a single/unified platform for viewing and recording.
- C.2.7 The Contractor shall install sixty-six (66) Arecont Vision new IP video cameras **or approved equal** as follows:
- C.2.7.1 The Contractor shall install one Arecont Vision IP camera AV20175DN-08 or approved equal at the end of each residential hallway, facing towards the exterior exit door to surveillance the three main residential hallways, in each of the Hospital's 11 units, for total of (33) cameras. Each camera shall conform in every way with the requirement of Section C.3.
- C.2.7.2 The Contractor shall install one Arecont Vision IP camera AV2017DN-08 or approved equal in the day room of each unit facing the Nurse's Station in each of SEH's client units for total of (11) cameras. Each camera shall conform in every way with the requirement of Section C.3

- C.2.7.3 The Contractor shall install one Arecont Vision IP camera AV20175DN-08 or approved equal in the long hallway on each of the two Therapeutic Learning Centers, for total of (2) cameras. Each camera shall conform in every way with the requirement of Section C.3.
- C.2.7.4 The Contractor shall install (3) Arecont Vision IP camera AV3226PMTIR-S or approved equal by the Hospital's entrance gate (known as Gate 6) to capture foot traffic and vehicular traffic entering and leaving the Hospital campus. Each camera shall conform in every way with the requirement of Section C.3.
- C.2.7.5 The Contractor shall install (2) Arecont Vision IP camera AV20185DN-HB or approved equal at the front of the Hospital's transitional entrance area that are capable of capturing persons entering and exiting the Hospital, persons gathered in the nearby picnic area, and all activities in these areas. Each camera shall conform in every way with the requirement of Section C.3.
- C.2.7.6 The Contractor shall install (1) Arecont Vision IP camera AV3116DNv1 or approved equal along the ball field area of the Hospital that captures the individuals at the gazebo and all activities in this area. This camera shall conform in every way with the requirement of Section C.3.
- C.2.7.7 The Contractor shall install (1) Arecont Vision IP camera AV10225PMIR-S or approved equal in the Hospital's rear exterior wall behind the transitional gym area that captures vehicular and human traffic, and all activities in this area. This camera shall conform in every way with the requirement of Section C.3.
- C.2.7.8 The Contractor shall install (1) Arecont Vision IP camera AV3555DN-S or approved equal in the cashier's office, capturing persons entering and exiting the cashier's office. This camera shall conform in every way with the requirement of Section C.3.
- C.2.7.9 The Contractor shall install (12) Arecont Vision IP camera AV20185DN-HB or approved equal to provide surveillance of the main parking lot adjacent to the SEH facility that captures all vehicular and human traffic. These cameras shall conform in every way with requirements of Section C.3.
- C.2.8 The Contractor shall verify all camera mounting locations with SEH's designated representative prior to installation. To ensure specified cameras and locations meet SEH's intended coverage, the Contractor shall perform field engineering and documentation prior to camera installation. The Contractor shall conduct site surveys with an SEH representative that is authorized to approve the camera view. The Contractor shall utilize video equipment capable of producing a still image that will exactly match the field of view of the surveillance camera and lens to be used at the specified location. The Contractor shall also utilize a hand-held monitor or other device capable of demonstrating to the SEH representative the available field of view images using a specific camera and lens. The SEH representative will select the final field of view during the site survey and the Contractor shall document the SEH selected field of view with an image of the field of view, the pixels per foot at the farthest surveillance target within the field of view, the camera location and the camera/lens configuration. The Contractor shall not present for review nor will SEH accept

any field of view that produces less than 25 pixels per foot at the farthest surveillance target within the field of view. The Contractor shall provide this documentation to SEH representative for sign-off following the surveys. The Contractor shall receive SEH representative sign-off prior to installation of any cameras. The Contractor shall notify the SEH designated point of contact if a particular location is not acceptable for the intended application.

- C.2.9 The Contractor shall provide storage infrastructure for all cameras at 720p for 15FPS utilizing motion-based recording. The Contractor shall perform storage calculation using a 75% motion factor. The Contractor shall provide minimum retention period of thirty (30) days.
- C.2.10 Prior to performing any programming on the system, the Contractor shall coordinate with SEH and shall obtain specific programming requirements from SEH. The Contractor shall advise the SEH in writing of the scheduled date for commencement of programming.
- C.2.11 Monitoring of the IPVMS shall take place at the SEH SOC. The live viewing parameters for the IPVMS shall be as following: 720p resolution at 30FPS. Contractor shall also install up to ten (10) additional IPVMS clients on SEH furnished computers.
- C.2.12 The Contractor shall provide a two-year Warranty, Maintenance and Sustainment Plan as part of its base bid, under which it shall provide warranty and maintenance services for the IPVMS, including all SEH video surveillance components (legacy and new IPVMS) and all associated installation work. The two-year warranty and maintenance period shall commence on the date of substantial completion which occurs upon acceptance by SEH.
- C.2.13 The Contractor shall complete testing, burn-in period, punch list, in order to allow for substantial completion of the IPVMS and the SEH shall issue the Certificate of substantial completion on the date when all components have been and the System accepted by the SEH in writing as complete and in accordance with the contract documentation and technical specifications. Contractor shall return thirty five (35) days after Final Acceptance to verify video retention requirements are being met.
- C.2.14 Contractor services shall be provided Monday through Friday from 8AM to 4:30PM.

C.3 SCOPE OF WORK SPECIFIC REQUIREMENTS

- C.3.1 The following sub-sections of section C.3 establish the performance requirements for the IPVMS system and its major subsystems and components, as well as requirements for materials and labor necessary for implementation of the new IPVMS system.
 - C.3.1.1 All project related site-work and day to day coordination must be routed through the Contracting Officer's Technical Representative (COTR) and coordinated with the SEH Project Manager or designee.
 - C.3.1.2 If any statement in the technical specification is in conflict with any other provision of the Contract Documents, the more stringent requirements shall take precedence. Any questions that require additional interpretation and guidance shall be immediately brought

C.3.1.3 The Contractor shall carefully plan and take every such step necessary to ensure that camera recording, viewing, and the integration and functionality of ancillary systems is not interrupted or otherwise adversely affected at any time during the project. If, at any time during the performance of this contract, and in the sole opinion and determination of the SEH COTR, the functionality or performance of the VMS, the IPVMS, TWIDS, PIDS, Intercom, Access Control Systems or any other ancillary systems is affected by the actions of the Contractor in such a way as to cause a condition whereby there is a undesirable impact on the security of SEH, the Contractor shall be obligated to repair or restore the impacted systems in accordance with terms and obligations of Section C.2 of this Contract. For the avoidance of doubt, all penalties of Section G shall apply to this Section.

C.3.3 Documentation, Submittals and Shop Drawings:

C.3.3.1 The Contractor shall provide and obtain SEH approval of a complete submittal and shop drawing package as stated below prior to beginning on-site work. Submittals shall include manufacturer's product data sheets for all software and equipment required for a complete and fully functional IPVMS. Shop Drawings shall include CAD drawings indicating System device locations on architectural floor plans and a full schematic of the system including wiring information for all devices. Contractor shall provide submittals to the SEH in accordance with Section F.3, Deliverables. The primary purpose of the shop drawing and equipment documentation submittals is to give instruction and information to those responsible for confirming that the Contractor's proposed IPVMS is compliant with the IPVMS specifications in all respects. SEH shall review the shop drawings and equipment documentation submittals with the intent of identifying potential areas of non-compliance. However, review and approval by of shop drawings and equipment documentation submittals by SEH shall not relieve Contractor of the responsibility for complete compliance with the specifications. Identification of some errors by SEH but overlooking others does not relieve the Contractor of its responsibilities under this Contract nor does it allow the Contractor to proceed based on erroneous shop drawings and equipment documentation submittals without taking corrective actions deemed appropriate by the COTR.

C.3.3.2 Approval of shop drawings or submittal data by SEH shall not constitute an order to fabricate, purchase, ship to the site or undertake any other action. The sole responsibility for the timely purchase and/or fabrication of components, obtaining approval on shop drawings and equipment documentation submittals, and delivery of components to the project to comply with the requirements of the project schedule is that of the Contractor.

C.3.3.3 The intent of the record documentation is to provide SEH with complete design,

C.3.3.4 implementation, and performance information on the IPVMS such that a person familiar with installations of this nature shall be able to perform any operating, maintenance or engineering functions of this IPVMS without having to contact the Contractor or obtain any additional documentation.

- C.3.3.5 The Contractor shall prepare all shop drawings, diagrams, equipment and device schedules, equipment technical data sheets and software information necessary for SEH to determine compliance with the specifications. The Contractor shall submit all shop drawings and equipment documentation data together as one submittal within fifteen days following notice to proceed.
- C.3.3.6 The following information shall be included on the cover page for each shop drawing and equipment documentation sheets: Project name and Contract number; Date; Submittal number and resubmittal number as appropriate; Name and address of Consultant; Name and address of SEH; Name and address of IPVMS Contractor; Name and address of supplier or vendor if appropriate; Name of manufacturer; Reference to the applicable Specification Section; Stamped and Contractor-signed coordination certification stamp.
- C.3.3.7 Shop drawings shall be CAD generated and be clearly referenced to each other and shall include diagrams, mounting instructions, installation procedures, equipment details and software descriptions for all components of the system. Shop drawings shall be in the following order and at a minimum include:
- C.3.3.7.1 Cover page with required information identified above.
- C.3.3.7.2 Floor plan drawings in same order and format as architectural drawings. Floor plans shall indicate each IPVMS field device location. Uniquely identify each cable type for each field device. Identify desired cable routing from each device to termination location. The Contractor shall update these drawings to reflect actual routing location on as-built submittals. Provide a chart based schedule on each floor plan drawing or on a separate drawing sheet prior to the floor plans with, at minimum, the following columns for CCTV system:
- i. Point reference.
 - ii. Camera type A Arecont Vision AV2018DN-HB, AV3116DNv1, AV20175DN-08, AV3226PMIR, AV10225PMIR-S, AV3555DN-S (manufacturer/model number)
 - iii. Fixed or PTZ
 - iv. Lens size and type MPM2,8A, MPM4.0A, MPM6.0, MPM8.0, MPM12.0A, MPM16.0 (manufacturer/model number)
 - v. Housing type SV-CAP, HSG2, HSG2- WMT, SO-CAP, AV-CRMA, (manufacturer/model number)
 - vi. Mount type SV-CAP, HSG2, HSG2-WMT, SO-CAP, AV-CRMA (manufacturer/model number)
 - vii. Special accessories

viii.Cable type (manufacturer/model number)

ix.Cable color and labeling scheme.

- C.3.3.6.7 The Contractor shall include all types of controllers, panels, interfaces, and interconnection locations to head-end equipment.
- C.3.3.6.8 The Contractor shall provide Riser diagrams including general layout and configuration of each system indicating major component locations and relationships.
- C.3.3.6.9 The Contractor shall provide detailed installation diagrams of all monitoring and control equipment for each monitoring and control equipment location. Include routing of wiring.
- C.3.3.6.10 The Contractor shall provide wiring diagrams and installation drawings for each component.
- C.3.3.6.11 The Contractor shall submit equipment documentation including design, performance and installation details for all aspects of the system to be installed. The submittals shall include a Bill of Materials with name and address of supplier or vendor for each device; the Equipment technical data sheets; the central monitoring and control equipment; the Operator workstation specifications and data sheets; the Software specifications and descriptions; the Training outline.
- C.3.3.6.12 The Contractor shall submit all literature pertaining to a particular item, piece of equipment or installation at one time and the literature shall be specifically prepared for this project. Each submittal shall be properly marked with service or function. Any options available that are not to be provided shall be crossed out and options that will be provided shall be highlighted. General sales information brochures shall not be acceptable.
- C.3.3.6.13 Incomplete Shop Drawings, Product Data and/or Samples will not be reviewed by SEH and will be returned to the Contractor for re-submittal. Using the procedures described below in this section SEH will disapprove in writing any individual submissions that are found inadequate.
- C.3.3.6.14 The Contractor shall comply with the requirements of the Contract Documents. Deviations from the Contract Documents will not be allowed. Submittals not in accordance with the Contract Document requirements shall be rejected. Before equipment, devices and materials are installed, Contractor shall have received appropriate submittals that are marked FINAL REVIEW. Submittals containing errors and/or omissions shall not relieve the contractor from the requirement to comply with all requirements of the Contract Documents. Corrections or modifications to the work that are necessary because of errors and/or omissions shall be at the Contractor's

C.3.3.6.15 Each submittal shall be reviewed, stamped and certified by the Contractor prior to submission to SEH.

C.3.3.6.16 The Contractor shall submit hard copies of each submittal and each shop drawing to SEH. See Section F.3 for deliverables.

C.3.3.6.17 SEH will review and return all submittals and shop drawing data marked as “FINAL REVIEW”, “FINAL REVIEW - EXCEPTIONS NOTED” or “RESUBMIT”.

a.a.a. If marked “FINAL REVIEW” no additional submittal shall be required by the Contractor.

a.a.b If marked “FINAL REVIEW - EXCEPTIONS NOTED”, the Contractor shall forward to SEH, a written response to the items noted within two weeks of SHE’s review date on the submittal.

a.a.c. Upon receipt of a satisfactory response, SHE will revise the status of the submittal to “FINAL REVIEW” by a written document to the Contractor.

a.a.d. If marked “RESUBMIT”, the Contractor shall make corrections in accordance with the Contract Documents and resubmit in whole for review within two weeks of the original submission date.

a.a.e. If the submittal is returned to the Contractor marked “RESUBMIT” only one additional submission will be permitted.

C.3.3.6.18 If the submittal or shop drawing data marked “FINAL REVIEW” is altered for any reason after they have been marked, the “FINAL REVIEW” will automatically be voided.

C.3.3.6.19 All work shall be performed in accordance with submittal and shop drawings stamped “FINAL REVIEW” insofar as these are in agreement with the Contract Documents. Where differences occur between the Product Data and Contract Documents, the Contract Documents shall govern the work.

C.3.3.6.20 If more than two reviews are required for any shop drawing or equipment documentation submittal, the Contractor shall reimburse SEH for any additional fees and expenses that SEH incurs to perform additional reviews. The amounts due to SEH will be deducted from the final payment to the Contractor.

C.3.4 Conduit, Cabling, and Infrastructure

C.3.4.1 The Contractor shall furnish and install a complete cable pathway and support system including J-Hooks, conduit, back boxes, junction boxes, mortar boxes, raceways,

fittings, and cover plates for the IPVMS. Contractor's work shall include the supply and installation of SEH approved conduit below finished ceiling level, in any area visible to the general public, in open ceilings, or any area on the exterior of any building or other structure. The Contractor shall be responsible for all necessary core drills and is required to close-in/seal all penetrations.

C.3.4.2 The Contractor shall install junction and pull boxes where required by the National Electrical Code and at locations to facilitate the pulling of cable.

C.3.4.3 The Contractor shall provide boring and patching of work as required for a complete IPVMS. Before boring any structural components, the Contractor shall obtain SEH's approval. The Contractor shall make boring with clean, square and smooth edges. Patches shall be inconspicuous in the final installation. The Contractor shall restore fire ratings if boring has violated the fire rated assemblies.

C.3.4.4 The Contractor shall seal all penetrations in fire rated construction with factory built devices or with manufactured fill, void or cavity materials "Classified" by Underwriters Laboratories, Inc. for use as a Through Penetration Firestop. All firestop devices and systems shall be installed in compliance with DCRA DC Construction Code. The firestop system used shall maintain the fire resistance rating of the building component that is penetrated. Firestop systems and devices shall comply with ASTM E 814 (UL 1479) for all types of penetrations being sealed. Submittal data for firestop systems shall include the applicable UL System Numbers. Excessive shrinkage of the firestop materials, which would permit the transmission of smoke or water prior to exposure to a fire condition, is unacceptable. Where a mastic coating is used to seal the surface of the firestop, the mastic shall be non-hardening. The firestop manufacturer's representatives shall instruct the contractor's representatives of proper installation procedures so that the penetrations will be installed in accordance with the UL listing and the manufacturer's recommendations. If it complies with these Specifications, firestop-sealing component/ system as manufactured by one of the following manufacturers will be acceptable:

- a. Tremco Fire Resistive Joint System using Dymeric sealant and Cerablanket-FS mineral filler.
- b. Specified Technologies, Inc. SpecSeal Systems.
- c. 3M Fire Barrier Penetration Sealing Systems.
- d. GE Pensil Firestop Sealant by General Electric.
- e. International Protective Coatings Corp. Flame Safe Systems.
- f. Thermal Ceramics Fire Master Firestop Fire Protection Systems.
- g. Hilti FS-601 Systems.

C.3.4.5 If holes and/or sleeves are not properly installed and cutting and patching becomes

necessary, it shall be done at no additional expense to SEH. The Contractor shall undertake no cutting or patching without first securing, through the COTR, SEH's written approval.

- C.3.4.6 The Contractor shall seal all unused sleeves with firestop devices and systems to maintain the fire rating of the construction penetrated.
- C.3.4.7 The Contractor shall install all equipment, devices, materials and components in compliance with the manufacturer's recommendations. Supports shall be suitable for the environment within which the component is to be installed.
- C.3.4.8 All horizontal conduits throughout the building shall be thoroughly and substantially supported with individually approved expansion ring hangers or supported in groups using Unistrut or Kindorf channels and suitable hangers. Hangers shall not be spaced more than 10' apart. Perforated extension bar hangers will not be accepted in any part of the project. All vertical conduits shall be substantially supported at floor lines to carry the weight of the conduit and cable in a satisfactory manner with allowance for expansion and contraction. Special hangers and supports shall be provided where they may be required because of any peculiarities of construction. Hanger rod sizes shall be as recommended by the hanger manufacturer for the service intended.
- C.3.4.9 Subject to DCRA DC Construction Code requirements, conduit systems up to a maximum conduit size of 3/4" may be substantially and individually supported in accordance with NEC spacing using #12 gauge galvanized tie wire and other supplementary braces as required by the National Electrical Code to provide rigid support. Multiple conduits fastened to individual tie wires are not acceptable. Suspending or supporting conduits or cables from any existing ceiling support system shall not be acceptable.
- C.3.4.10 The Contractor shall provide and install all cabling necessary to provide a fully installed, commissioned, and warranted IPVMS. The Contractor shall provide all signal, video, data and control cables for the IPVMS, and provide wire and cable for each component as required by the manufacturer of that component. Contractor's installation of wire and cable shall meet, at minimum, the following requirements:
 - C.3.4.10.1 Continuous runs without splices.
 - C.3.4.10.2 Identification of each end of the cable at the termination points with identification indicated on and corresponding to the record drawings.
 - C.3.4.10.3 Unique color schemes for easy identification. Coordinate unique color schemes with COTR.
 - C.3.4.10.4 All networking cable shall be terminated into a patch panel. Provide patch panel to network switch jumper cables as required.
 - C.3.4.10.5 Networking cable shall be minimum Category 6 with factory molded end connectors and shall be tested and certified for 100 Mbps data transfer rate and shall meet IEEE 802.3ab 1000 Base-T Ethernet cabling shall meet ANSI/ TIA/ EIA-568-B.1 and ANSI/ TIA/ EIA-568-B-2. Provide patch panels between field cabling and network switches. Patch panels shall be certified as a TIA-568-C.2 Category 6 Component.
 - C.3.4.10.6 Terminations shall be mechanically and electrically secure. Twist type wire nuts

shall not be acceptable. Terminations or connections not made within junction boxes shall be soldered and shrink cover insulated.

C.3.4.10.7 Cable within panel or enclosures shall be installed in cabling guides.

C.3.4.10.8 All cabling installations shall comply with TIA/EIA standards.

C.3.4.11 The Contractor shall provide industry-standard testing as defined in these specifications. Specific scope items include – but are not limited to – the following:

C.3.4.11.1 Provide all labor, materials, tools, field-test instruments and equipment required for the complete testing and administration of the work called for in the Contract Documents.

C.3.4.11.2 In addition to the tests detailed in this document, the Contractor shall notify SEH or SEH's representative of any additional tests that it deems necessary to guarantee a complete and fully functional system. The Contractor shall carry out and record all additional measurement results at no additional charge.

C.3.4.11.3 All testing procedures and field-test instruments shall comply with applicable requirements of:

- a.) ANSI/TIA-1152, Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling
- b.) ANSI/TIA-568-C.0, Generic Telecommunications Cabling for Customer Premises.
- c.) ANSI/TIA-568-C.1, Commercial Building Telecommunications Cabling Standard
- d.) ANSI/TIA568C.2, Balanced Twisted-Pair Telecommunications Cabling and Components Standards.
- e.) ANSI/TIA-606-B, Administration Standard for Commercial Telecommunications Infrastructure, including the requirements specified by the customer, unless the customer specifies their own labeling requirements.

C.3.4.11.4 Technicians who are Building Industry Consulting Service International (BICSI) certified and have obtained a certificate as proof thereof shall execute the tests.

C.3.4.11.5 Contractor shall invite SEH to witness and/or review field-testing.

C.3.4.11.6 shall be notified of the start date of the testing phase at least five (5) business days before testing commences.

C.3.4.11.7 SEH may select a random sample of 10% of the installed links. SEH or SEH's representative will test these randomly selected links and prepare reports of the tests. The results obtained will be compared by SEH to the data provided by the installation contractor. If more than 2% of the sample (of 10% of installed links) results differ in terms of the pass/fail determination, the installation contractor under supervision of the representative shall repeat the test at no cost to SEH.

C.3.4.11.8 Contractor shall test each cabling link for: Wire Map; Length; Propagation

Delay; Delay Skew; DC Loop Resistance – recorded for information only; DC Resistance Unbalance – recorded for information only; Insertion Loss; NEXT (Near-End Crosstalk); PS NEXT (Power Sum Near-End Crosstalk); ACR-N (Attenuation to Crosstalk Ratio Near-End) – recorded for information only; PS ACR-N (Power Sum Attenuation to Crosstalk Ratio Near-End) – recorded for information only; ACR-F (Attenuation to Crosstalk Ratio Far-End); PS ACR-F (Power Sum Attenuation to Crosstalk Ratio Far-End); Return Loss; TCL (Transverse Conversion Loss) – recorded for information only; ELTCTL (Equal Level Transverse Conversion Transfer Loss) – recorded for information only.

C.3.4.11.9 The Contractor shall test cable to deliver Level III accuracy for the cable in accordance with ANSI/TIA-1152

C.3.4.11.10 All installed cabling shall be field-tested by the Contractor. The cabling shall pass the test requirements and analysis. Any cabling that fails these requirements shall be diagnosed and the test reports shall be provided to SEH. The Contractor shall take corrective action to replace the cabling in the timeframe specified by SEH.

C.3.4.11.11 Test results for the cable infrastructure shall be given in writing by the Contractor to SEH after the project is fully completed and tested in accordance with Contract Documents and to the satisfaction of SEH.

C.3.4.12 Acceptable cable manufacturers are CommScope, Belden, Genesis, or approved equal. The cabling shall meet, at minimum, the following requirements:

- a. All cables utilized for the connection of the IPVMS components shall comply with the recommendations of the component manufacturers.
- b. All cables shall comply with DCRA DC Building Code requirements.
- c. All cable shall be plenum rated.
- d. All cable shall be sized to ensure the specified equipment will perform as required in these specifications.
- e. Standard length – 1,000 ft. splice free
- f. All cables shall meet ANSI/TIA Category 6 Standards.

C.3.5 IPVMS Software

The Contractor shall provide all IPVMS software and software licensing required to meet the objectives and requirements of SEH. The Contractor shall provide all of the following:

C.3.5.1 Base system licensing for enterprise-level IPVMS platform.

C.3.5.2 Camera licensing for cameras and edge devices.

C.3.5.3 Workstation licensing for (5) client workstations.

C.3.5.4 Two-Year Software Support Agreement (SSA) from date of acceptance.

C.3.5.5 All licensing, including any SDK and API necessary to provide integration of the IPVMS with existing SEH infrastructure, existing Intercom System, Duress System, TWIDS, and PIDS.

C.3.5.6 All other licensing as required to deliver a complete and fully functional system.

C.3.5.7 The Contractor shall propose and implement an open platform software solution from one of five acceptable open platform VMS software manufacturers:

- a. Genetec Omnicast
- b. Milestone XProtect
- c. NICE Systems
- d. ONSSI Ocularis
- e. Verint Nextiva

f. **Or Approved Equal**

The IPVMS shall meet, at a minimum, the following requirements:

- C.3.5.8 The IPVMS must be open platform and allow for full monitoring and management even when using third party components and manufacturers.
- C.3.5.9 The Contractor shall provide an open platform with published external programming interfaces that shall enable its use in ways beyond the scope of the original programs. The open platform shall allow other manufacturers and developers to develop products that add additional functionality and versatility to the IPVMS video surveillance solution.
- C.3.5.10 The IPVMS solution shall be compliant with ONVIF.
- C.3.5.11 The IPVMS shall be a software-based solution designed for Enterprise (5,000+ cameras) installations.
- C.3.5.12 The IPVMS shall have functionality to detect hardware and shall support devices from different vendors and third party manufacturers.
- C.3.5.13 The IPVMS shall have the capability to support up to 5,000 cameras.
- C.3.5.14 The IPVMS shall also have the capability to run on virtualized Windows[®] servers.
- C.3.5.15 The IPVMS software shall be the highest level of the manufacturer's product range.
- C.3.5.16 SEH shall have the choice of hardware for the System solution including servers, storage, client workstations, and all hardware comprising the IPVMS solution. The solution shall also be able to operate in a virtual environment if desired.
- C.3.5.17 The IPVMS must have the capability to embed project specific training videos into the client.
- C.3.5.18 The IPVMS shall have client for different platforms (full viewing client, mobile viewing client and web viewing client) with the ability to customize access ports to viewing clients.
- C.3.5.19 The Contractor shall provide a 2-year Software Support Agreement (SSA) from the VMS manufacturer. The SSA agreement shall give access to the latest technology and features

Latest developed camera drivers

Service releases

Increased software functionality requests.

C.3.5.20 The IPVMS shall support interoperability with the IP camera standards Physical Security Interoperability Alliance (PSIA) and the Open Network Video Interface Forum (ONVIF).

C.3.5.21 The IPVMS shall provide their software development kit (SDK) to allow for integrating the IPVMS with third-party manufacturers at no charge.

C.3.6 IPVMS Head-End and Core System Components

The following provides technical specifications for the primary system components that will constitute the IPVMS head-end and core system.

C.3.6.1 The Contractor shall install new storage, network components, racks, communication modules, power supplies and UPS, and all head- end and core components necessary to deliver a complete and fully functional IPVMS. Contractor may repurpose existing workstations, monitors, joysticks and other such components for use with the new IPVMS contingent upon Contractor's certification to SEH that such repurposed components meet the manufacturer's specifications for use with the Contractor's proposed IPVMS, and that no loss of any IPVMS functionality or features will occur due to repurposing of components. In the event that Contractor chooses to repurpose any components, Contractor shall submit, at the time of bid, a list detailing which components will be repurposed. Failure of Contractor to document components to be repurposed will not relieve Contractor's obligation to provide a complete and fully functional system. If any component identified by Contractor as a component to be repurposed is found at any time to be incompatible with the proposed IPVMS or is found to cause a loss of IPVMS functionality or features, such component(s) will be replaced by the Contractor at no cost to SEH.

C.3.6.2 The Contractor shall install all required Master Servers and Recording Servers in conjunction with Microsoft SQL licensing and all other server accessories necessary to support the IPVMS. Master Servers and Recording Servers shall be Dell or approved equal.

C.3.6.3 The Contractor shall provide and configure a new turnkey video storage infrastructure for archival of all cameras. The System shall provide storage infrastructure for legacy cameras at 4CIF for 15FPS utilizing motion-based recording. The System shall perform storage calculation using a 75% motion factor. The Contractor shall provide a minimum retention period of thirty (30) days.

C.3.6.4 The Contractor shall provide and configure storage infrastructure for new IP cameras at 720p for 15FPS utilizing motion-based recording. The Contractor shall perform storage calculation

using a 75% motion factor. The Contractor shall provide a minimum retention period of (30) days using H.264.

- C.3.6.5 The Contractor shall provide and configure storage infrastructure equal to 10TB of usable storage space for the purpose of archiving video to be retained longer than 30 days.
- C.3.6.6 The server and storage hardware provided must not be limited for use with a single software manufacturer. All server and storage hardware must be capable of being used by any of the five following VMS software manufacturers – Genetec, Milestone, NICE, ONSSI, Verint **or approved equal**.
- C.3.6.7 SEH shall provide Contractor the TCP/IP addressing scheme for all computer related System equipment. Contractor must configure the security network such that TCP/IP addressing conflicts do not occur with SEH's LAN/WAN.
- C.3.6.8 The Contractor shall provide a complete network design with dedicated communication network and dedicated storage configuration.
- C.3.6.9 The Contractor shall perform complete network analysis and provide validation test to certify all camera viewing and recording meets the specified requirements.
- C.3.6.10 Contractor is advised that, with advance notice to and any necessary coordination with Contractor, through the COTR, the SEH network team may conduct separate testing to confirm the deployment has had no impact or degraded the SEH data network performance.
- C.3.6.11 The Contractor shall provide all rack-mount and other associated equipment as required for the video surveillance network.
- C.3.6.12 The Contractor shall perform all required programming time to configure each IP based device.
- C.3.6.13 The Contractor shall set-up and configures the network switch.
- C.3.6.14 Security Equipment Racks
 - a. The Contractor shall provide freestanding floor mounted pre-manufactured modular racks at MDF and IDF locations as required for the migration and expansion of the IPVMS system.
 - b. If additional equipment is required for a complete and functional IPVMS installation that is not shown on the drawings, the Contractor shall identify provide and install the additional equipment and provide additional racks, all at no additional cost to SEH.
 - c. The Contractor shall provide mounting hardware and supports as necessary to mount the equipment within the racks.
 - d. Racks shall be Winsted – or approved equal – and shall meet the following minimum requirements:
 - a.1.1. 72 inch high vertical racking system.

- a.1.2. Open base for cabling.
- a.1.3. Top and sides shall be enameled metal panels. Provide ventilation openings.
- a.1.4. Front and back shall be enameled metal lockable doors.
- a.1.5. Provide ventilation fans, which shall be mounted on rubber bushings and configured to prevent excessive noise.
- a.1.6. Racks shall have adequate space for cabling behind the mounted equipment.
- a.1.7. Ganged for multiple rack installations.
- a.1.8. Provide cable harnesses and connectors to allow for both the ease of maintenance and the replacement of individual equipment components. All cabling shall be concealed at the rear of the rack mounts.
- a.1.9. Provide power strips that mount within each rack at the rear of the rack. Strip shall cover the entire length of the rack and shall provide power outlets for each piece of equipment. Power strip shall connect into the power outlets provided by others as identified in the electrical section of these specifications.

e. Racks shall be Winsted or approved equal.

C.3.6.15 Computer Interface Station (CIS)

a. The Contractor shall provide a Computer Interface Station (CIS) at locations identified within these specifications, and provide one within each equipment rack in the MDF. CIS shall be Avocent ECS17KMM8-001 17 Rack Mount 16 KVM AVRIQ-USB - or approved equal – and shall meet, at minimum, the following requirements:

1. Self-contained pull out unit with built in 17" LCD, keyboard, touchpad, and 16 port KVM switch.
2. Rack mounted utilizing one U of rack space when folded and pushed into rack.
3. Pull out unit with handle.
4. When pulled out, LCD monitor opens up providing access to keyboard, touchpad, and KVM.

b. Provide 16 KVM cable kits (connectors as required) and connect to all computer equipment within the rack.

C.3.6.16 The Contractor shall provide and install all patch cables, patch panels, fiber connectors, punch down kits, and all connection components necessary to accommodate the specified system. The Contractor shall provide items such as pre-manufactured patch cables, connectors, and boots as required to connect system equipment in the structured cabling infrastructure. Patch cables shall be certified for their specific use to meet or exceed applicable industry specifications (Eg: EIA/TIA, UL, and CSA). The Contractor shall provide cable lengths as necessary to neatly route

cables through cable management systems and other cable organization systems. The Contractor shall provide connectors as required for proper termination.

C.3.6.17 Power Supplies and UPS – Contractor shall provide UPS systems from APC, Eaton/Powerware, Liebert, or approved equal that meet the following requirements:

- A.1.a. The Contractor shall provide and install all required power supplies items such as midspans, PoE hardware, and power distribution modules to support all IPVMS equipment.
- A.1.b. The Contractor shall provide a properly sized uninterruptible power supply (UPS) for the proper function of the network, servers, storage infrastructure, workstations, and network security devices in the event of a power loss.
- A.1.c. The UPS devices shall be on-line devices and appropriately sized to provide a minimum of 15 minutes of runtime at full load.
- A.1.d. All security devices shall be connected by the Contractor to emergency power circuits that are provided by SEH.
- A.1.e. Quantities for all equipment in racks as required serving all equipment loads shall be provided by the Contractor.

C.3.7 New Edge Devices

The Contractor shall install new Arecont Vision IP video cameras or **approved equal** as follows:

- C.3.7.1 The Contractor shall install (12) Arecont Vision IP camera AV20185DN-HB or approved equal to provide surveillance of the main parking lot adjacent to the SEH facility that captures all vehicular and human traffic. These cameras shall conform in every way with requirements of Section C.2.
- C.3.7.2 Contractor shall verify all camera mounting locations with SEH's designated representative prior to installation. To ensure specified cameras and locations meet SEH's intended coverage, the Contractor shall perform field engineering and documentation prior to camera installation. The Contractor shall conduct site surveys with an SEH representative that is authorized to approve the camera view. The Contractor shall utilize video equipment capable of producing a still image that will exactly match the field of view of the surveillance camera and lens to be used at the specified location. The Contractor shall also utilize a hand-held monitor or other device capable of demonstrating to the SEH representative the available field of view images using a specific camera and lens. The SEH representative will select the final field of view during the site survey and the Contractor shall document the SEH selected field of view with an image of the field of view, the pixels per foot at the farthest surveillance target within the field of view, the camera location and the camera/lens configuration. The Contractor shall not present for review nor will SEH accept any field of view that produces less than 25 pixels per foot at the farthest surveillance target within the field of view. The Contractor shall provide this documentation to SEH representative for sign-off following the surveys. The Contractor shall receive SEH representative sign-off prior to installation of any cameras. The Contractor shall notify the SEH designated point of contact if a particular location is not acceptable for the intended application.

- C.3.7.3 The Contractor shall make proper adjustment to video system cameras and devices to ensure correct operation in accordance with manufacturer's instructions and recommendations. The Contractor shall focus and adjust camera lenses and obtain final sign-off/approval from SEH's designated point of contact.
- C.3.7.4 The Contractor shall provide and install the required number of new IP video cameras and all associated devices (lenses, housings/enclosures, brackets) necessary to provide a fully installed, focused, commissioned, and warrantied system.
- C.3.7.5 The Contractor shall refer to Contract Drawings for a diagrammatical representation of camera locations. The Contractor shall include the necessary installation, coordination efforts, and mounting brackets and associated equipment/hardware necessary to ensure surveillance cameras are fully integrated into the system. A fully integrated camera has cabling that has been tested/passed, is properly installed/mounted, contains the proper lens, is properly focused, has the proper field of view, is on-line, and is recording per the storage parameters.
- C.3.7.6 all proposed IP Camera shall meet or exceed the following requirements:
- a.a.i.1 High resolution 1080p, HD format.
 - a.a.i.2 Multiple H.264 HD video streams.
 - a.a.i.3 Aesthetic impact-resistant enclosure, suitable for operating in either an indoor or outdoor environment.
 - a.a.i.4 Lens options of 2.8-16mm.
 - a.a.i.5 Camera shall produce a resolution of 1024 x 768 pixels (HD 1080p) at 15 fps.
 - a.a.i.6 The vandal resistant HD camera shall be capable of operating as an indoor/outdoor camera within a temperature range of -40°C to 50°C.
 - a.a.i.7 Camera shall conform to the ONVIF specification.
 - a.a.i.8 Camera shall provide an independent, fully programmable privacy mask area.
 - a.a.i.9 Camera shall allow full camera control and configuration capabilities over the network.
 - a.a.i.10 The vandal resistant HD camera shall accept Power over Ethernet (IEEE 802.3at Type 2).
 - a.a.i.11 Dome Bubble: Polycarbonate, clear with UV blocking anti-scratch coating
 - a.a.i.12 IP66 rated.
- C.3.7.7 In addition to the above minimum requirements, all proposed cameras shall comply in every way with Section C.2.
- C.3.7.8 Bidders are advised that Section C.3.7 describes the minimum acceptable performance criteria

and is in no way meant to serve as the specification for all cameras to be deployed or meant to indicate that meeting this specification relieves Contractor of obligations to meet all requirements of Section C.2.

C.3.8 Execution, Professional Services, Quality Control and Training

Work will proceed sequentially as coordinated by the Contractor and SEH. Contractor is advised that upgrades/additions in the Units will require stringent coordination with SEH's designated point of contact.

- C.3.8.1 SEH will occupy the premises during the entire construction period. The Contractor shall coordinate and cooperate with SEH to perform work in a manner that strictly minimizes interference with SEH's operations. The Contractor shall provide a minimum of 72 hours' notice to SEH of activities that will affect SEH's operations. When in doubt, Contractor shall contact SEH COTR to determine if an activity will affect SEH's activity. The Contractor shall assume responsibility for all assumptions made, which may result in a need to reschedule work activities. SEH reserves the right to deny Contractor access to site for reasonable periods to avoid conflicts with SEH's mission activities.
- C.3.8.2 The Contractor shall maintain compliance with the Project Construction Schedule. The Contractor shall provide additional staff and, with advance approval by the SEH, work overtime as necessary to comply with the Project Schedule and so as not to interfere with SEH, other contractors, and facility operations. Overtime may not be performed in a manner which may cause unreasonable strain on SEH's resources, or cause schedule changes, SEH overtime and other such administrative issues. The Contractor shall complete testing, training, burn-in, punch list and all other precursors to final acceptance by and hand-over to SEH and invoicing.
- C.3.8.3 The Contractor shall have limited use of the Project site for construction operations. The Contractor shall confine construction operations to the immediate vicinity of work phases and designated access routes. The Contractor shall keep hallways, doors, elevator area, stairways, entrances, exits, emergency exit doors, driveways, parking, loading areas, and entrances serving premises clear and available to SEH, SEH's employees, and official vehicles at all times. Contractor is not authorized to use these areas for parking or storage of materials. The Contractor shall schedule deliveries with SEH's designated point of contact. The Contractor shall be present to receive and log all materials at the time of delivery.
- C.3.8.4 The Contractor shall schedule tool and material storage with SEH's designated point of contact. The Contractor shall maintain complete control of all tools at all times. Tools shall be inventoried and secured before leaving any work area. The Contractor shall provide closed tool boxes, carts or bags to transport tools within SEH. Any tools to be left on site at the end of the work day shall be kept in a locked tool crib provided by the Contractor. The Contractor shall provide a detailed list of all tools stored in the crib and provide an extra key to the Security Officer for daily inventory.
- C.3.8.5 Contractor is advised that in the event of a SEH facility emergency, SEH may require a work stoppage. If this occurs, the Contractor shall be asked to immediately exit the premises or may be prevented from entering the facility.
- C.3.8.6 The Contractor shall conform to daily security check-in procedures and other requirements. The

Contractor shall factor these security requirements, policies, and procedures into its work plan, schedule, and bid price.

- C.3.8.7 The Contractor shall understand and comply with the processes that occur to gain access in and out of this specific facility.
- C.3.8.8 The Contractor shall coordinate in advance with SEH regarding operations that may result in high levels of noise and vibration, odors, or other disruptions (disruptive operations) to CDF occupants. The Contractor shall, through the COTR or his designee, notify SEH representative not less than 72 hours in advance of proposed disruptive operations. The Contractor shall obtain written permission from SEH representative before proceeding with disruptive operations.
- C.3.8.9 Smoking is not permitted within the facility or on the SEH campus.
- C.3.8.10 The Contractor shall provide a full-time field supervisor (such as a construction engineer or foreman) who is on-site while work is being performed on this contract. The Contractor shall also provide a Project Manager – separate from the on-site representative – who shall be responsible for executive management of this project and will must attend the weekly status meetings and perform or directly coordinate performance of the functions addressed in Section C.3.8.17.
- C.3.8.11 The Contractor’s Project Manager shall be assigned from the start of the Project through final close-out and commissioning. Contractor may not substitute a new Project Manager without prior written approval of the new Project Manager by SHE.
- C.3.8.12 The Contractor’s Project Manager shall have routine contact with the COTR. The Contractor shall reserve up to two hours each week for meeting with COTR.
- C.3.8.13 The Contractor shall be responsible to provide general project coordination procedures, administer contract work and supervise personnel, coordinate drawings, oversee project implementation, coordinate drawings, attend project meetings, and ensure Contract is successfully performed within the required time line. The Project Manager must be responsible for – but is not limited to – the following pre-submission approvals and administration of conferences with SEH:
- a. Approval and submission of Contractor’s Construction Schedule
 - b. Approval and submission of Contractor’s Schedule of Values
 - c. Approval and submission of Submittals and Shop Drawings
 - d. Coordination and administration of Pre-Installation Conference
 - e. Coordination and administration of Weekly Progress Meetings
 - f. Coordination of Startup and Adjustment of Systems
 - g. Coordination of Project Closeout Activities
 - h. Approval and submission of As-Built Drawing Submission
 - i. Coordination and administration of Project Closeout Conference
- C.3.8.14 The Contractor’s Project Manager shall coordinate and administer construction operations and

ensure efficient and orderly installation of each part of work. Project Manager shall assure that Contractor schedules construction operations in the sequence required to obtain maximum performance and ensure components are installed in a manner allowing accessibility, maintenance and service.

- C.3.8.15 The Contractor's Project Manager shall provide a written project plan to include milestone objectives within 10 business days of Contract Award. The Contractor's Project Manager shall schedule and conduct a Preconstruction Conference/Kick-Off Meeting prior to starting construction at a time and date convenient to SEH, but no less than 15 days after award of the Contract. In the Conference, the parties will review and clarify responsibilities and personnel assignments and discuss items of significance that affect progress, including: construction schedule, phasing, critical work sequencing, long-lead items, designation of key personnel and their duties, lines of communications, procedures for RFIs, procedures for testing and inspecting, procedures for Applications for Payment, distribution of contract documents, submittal procedures, ensuring compliance with work hours, applicable regulations, processes, and reporting.
- C.3.8.16 The Contractor's Project Manager shall schedule and conduct a Project Closeout Conference at a time and date convenient to SEH, but no later than 30 days prior to the scheduled date of project completion. All concerned parties shall attend the conference, at which the parties will review the requirements and responsibilities related to Project closeout. All factors or items that could affect or delay Project closeout are to be reviewed, including, but not limited to: preparation of record documents, procedures for inspection for Substantial Completion and for final inspection for acceptance, submittal of written warranties, requirements for completion and submission of operations and maintenance data, requirements for demonstration and training, and Contractor's punch list items.
- C.3.8.17 The Contractor's Project Manager shall hold regularly scheduled weekly meetings with SEH's Project Team and the COTR at Project site. The Contractor's Project Manager shall assure that the following items at a minimum are prepared and distributed: memorandum for distribution to each party prior to each progress meeting, outlining proposed agenda, status update, coordination items, notices, reports, updated construction schedule, next steps. The Contractor's Project Manager shall schedule the meetings and assure that participants distribute the meeting agenda, and record significant discussions and agreements achieved via the meeting minutes. At each meeting, the Contractor's Project Manager shall review progress obtained since the last meeting and report whether each objective is on time, ahead of schedule, or behind schedule, as it relates to the Contractor's construction schedule. If construction is behind schedule, advise the Project Team of the course of action to re-establish compliance with the construction schedule.
- C.3.8.18 Immediately on discovery of the need for additional information or interpretation of the Contract Documents, the Contractor shall prepare and submit an RFI to SEH's COTR. SEH will not respond to RFIs submitted by entities other than the Contractor (i.e. subcontractors, material suppliers). Contractor shall submit RFIs via email. RFIs are to be submitted using a

sequential number series. Each RFI must include the following:

- a. Project Name
- b. Project Number
- c. Date
- d. Name of Contractor
- e. RFI Number, Numbered Sequentially
- f. RFI Subject
- g. Specification Section Number, Title, and Applicable Paragraph(s)
- h. Drawing Number and Detail References
- i. Contractor's Suggested Resolution
- j. Notification if, and by how much, Contractor's solution(s) impacts the Contract time/Schedule or the Contract price.
- k. Contractor representative's signature

C.3.8.19 Submission of a frivolous RFI – an RFI that requests information that is clearly indicated on or reasonable inferred from the Contract Documents – will be processed with a back charge to the Contractor. The CO may require the Contractor to reimburse SEH for the time spent in processing the improper or frivolous request. The Contractor shall reimburse District's representative at a rate of 2.2 times rate of Direct Personnel Expense (DPE). DPE is defined as the payroll compensation rate of personnel engaged on the Project and related payroll benefits.

C.3.8.20 The Contractor shall allow for a minimum of seven working days for SEH to review and respond to properly submitted RFIs. The Contractor shall prepare, maintain, and submit a tabular log of RFIs and will submit weekly as requested by SEH.

C.3.8.21 The Contractor shall document the progress of construction during performance of the Work, including the following:

Construction Schedule – Submit a working electronic copy of schedule that is updated at weekly intervals to reflect actual progress to date.

- a. Daily Construction Report – A daily report of work performed, submitted at weekly intervals
- b. Manpower Schedule – Provide an initial histogram of projected manpower resources and update weekly
- c. Material Status Report – Provide weekly report detailing material status. Report shall detail description and type of materials required, total quantity required, and required delivery date. Each update will show the actual order date, materials order and delivered to site, materials ordered and at Contractor's facility, materials ordered and in transit, and materials that have not been ordered or are on back order.

C.3.8.22 The Contractor shall provide all materials and professional services and related cost elements necessary for delivery of the IPVMS.

C.3.8.23 The Contractor shall provide a minimum of 5 training sessions to be conducted over 2-3 shifts so end users and IT team members are trained. The contractor shall provide training certificates for SEH network personnel, administrators, operations and maintenance, and surveillance center personnel. The Contractor shall coordinate and provide training curriculum, syllabus, and schedule. The Contractor shall coordinate and pay for the VMS manufacturer to provide necessary training and certification certificates for (2) SEH representatives. Training and certificate issuance will be the same as training received at manufacturer's factory-training classes and will provide SEH personnel the information and skills necessary to self-perform the sustainment of the SEH system if necessary.

C.3.8.24 The Contractor shall provide a minimum of forty hours of training to DOC designated maintenance and operations personnel, IT and administrative staff, CSC supervisors and operators, and other SEH-selected groups and individuals, not to exceed twenty-five (25) persons. The Contractor shall record all training sessions and provide two copies of the recording/syllabus/materials for each training session to SEH.

The Contractor shall:

- a. Submit a detailed outline of training curriculum/topics. This outline shall include a schedule of the training sessions, divided into one-half day increments, indication of the topics to be covered in each session and any prerequisite requirements that SEH employees should meet prior to attendance. The training outline shall be submitted with the initial shop drawing and submittals package. Training shall not commence unless a training outline and schedule has been approved by SEH.
 - a. Provide all training materials (such as hand-outs, textbooks, workbooks) and any audiovisual equipment required to execute the training.
 - b. Contractor provided training shall:
 - c. Include classroom type instruction and "hands on" instruction and shall be given by the Contractor on site using the completed installations. Arrange for additional meeting room space with SEH.
 - d. Consist of sessions and hours defined above. All training shall be presented within the final month prior to the anticipated date of Certification of Substantial Completion.
 - e. Be formatted to maximize the usage of time of the attendees and prevent redundant coverage of materials for advanced students. Training sessions shall be designed toward the specific requirements of each session based on the attendees scheduled to participate.
 - f. Be specific to this project and shall cover, at minimum, the following: Set up and implementation of all security monitoring and control software; Demonstration of each systems capabilities; Operating sequence programming; Operator interface features; all relevant topics necessary to ensure that the operators and managers will able to operate the IPVMS without any on-going assistance from any outside party.

- C.3.8.25 The Contractor shall provide all required programming to provide a fully commissioned system. The Contractor shall advise SEH in writing of the scheduled date for commencement of programming. Programming requirements will include – but are not limited to – the following:
- A.1.a. Developing system loading sheets
 - A.1.b. Initial set-up and configuration
 - A.1.c. Network provisioning and IP address schemes for each IP based device
 - A.1.d. Device configuration
 - A.1.e. Naming conventions
 - A.1.f. Camera groups and viewing privileges
 - A.1.g. Viewing configuration for each workstation with “Any Camera, Any Monitor”
 - A.1.h. Sequencing
 - A.1.i. Date and timestamp to reflect MM/DD/YYYY and Military Time
 - A.1.j. Masking
 - A.1.k. Recording rates and storage configuration
 - A.1.l. Final programming and acceptance
- C.3.8.26 The Contractor shall provide and install all systems and equipment in accordance with manufacturer's instructions. The Contractor shall provide and install tamperproof screws on all exposed boxes and security devices.
- C.3.8.27 The Contractor shall provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the site and any adjacent areas. The Contractor shall comply with all applicable regulations, ordinances, laws, and permits.
- C.3.8.28 The Contractor shall be responsible for controlling dust caused by operation of its equipment and machinery, or during cleaning operations. The Contractor shall use methods subject to SEH's approval, which shall keep dust in the air to a minimum.
- C.3.8.29 The Contractor's design and installation shall conform to all applicable District building codes, BOCA, NEC, and ordinances and regulations governing the system including, but not limited to, UL, ANSI, IEEE, EIA/TIA, and NEMA. Where requirements are governed by one or more codes, the most stringent shall apply.
- C.3.8.30 The Contractor shall comply with all applicable municipal and/or local ordinances including all police, fire, and other regulations, all applicable District and federal laws and rules applicable to the conduct of this work or any part thereof.
- C.3.8.31 The Contractor shall obtain and pay for all permits, fees, licenses, certificates, inspections, and other use charges required in connection with the work.
- C.3.8.32 The Contractor and approved subcontractors who perform any work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970, and of such regulations pursuant to the Act.

- C.3.8.33 The Contractor shall provide heat output and space conditioning requirements to SEH and Consultant for all IPVMS components as part of Contractor's initial submittal. The Contractor shall verify that all adequate power has been provided and properly located for the IPVMS equipment. The Contractor shall coordinate circuit, breaker, and panel locations and identify locations in as-built documentation.
- C.3.8.34 The Contractor shall bear all costs arising in correcting the deficiencies, should the Contractor perform any work that does not comply with the requirements of Contract section C.5, the applicable building codes; District and federal laws, local ordinances, and industry standards.
- C.3.8.35 All equipment and materials furnished by the Contractor under this contract shall be new, and shall meet all applicable UL standards and all requirements of these contract documents. All equipment provided for the IPVMS deployment shall be new and shall fully comply with the latest published specifications and version of the manufacturer.
- C.3.8.36 The Contractor shall deliver materials in manufacturer's original, unopened, undamaged containers; and with fully intact original identification labels.
- C.3.8.37 The Contractor shall protect store materials from environmental and temperature conditions following manufacturer's instructions.
- C.3.8.38 The Contractor shall handle and operate products and sub-systems according to manufacturer's instructions.
- C.3.8.39 The Contractor shall coordinate all equipment finishes and colors with SEH. The Contractor shall submit finishes with graphics for all IPVMS equipment for approval prior to installation.
- C.3.8.40 The Contractor shall run all wire and cable continuous from device location to the final point of termination – no mid-run cable splices shall be allowed. All wire and cables within IDFs, MDF, CSC, and other termination locations shall be neatly installed, completely terminated, pulled tight with slack removed and routed in such a way as to allow direct, unimpeded access to the equipment within the rack or enclosure, by the Contractor. Contractor shall bundle and tie all wire and cable, provide grommets and strain relief material where necessary to avoid abrasion of wire and excess tension on wire and cable. The Contractor shall ground all equipment in accordance with manufacturer's recommendations.
- C.3.8.41 The Contractor shall be responsible for any damage to equipment or communications that may arise due to improper grounding and shall provide all necessary hardware and cable to properly ground security equipment.
- C.3.8.42 The Contractor shall provide protection against spike, surges, noise, and other line problems for system equipment and components. The Contractor shall provide surge protection for all power circuits, telephone, network, and other communication circuits and electronic modules.
- C.3.8.43 all firewall penetrations by Contractor shall be sealed by the Contractor with UL approved fire-stop material.
- C.3.8.44 The Contractor shall program and enter all data necessary into the System to provide a complete

- C.3.8.45 The Contractor shall protect System components and subsystems from damage during construction activities.
- C.3.8.46 The Contractor shall provide a complete network design with dedicated communication network and dedicated storage configuration.
- C.3.8.47 The Contractor shall perform complete network analysis and provide those validation tests that are necessary to allow Contractor to certify all camera viewing and recording performance meets the Contract requirements.
- C.3.8.48 The Contractor is advised that DOC network team may conduct independent testing to confirm the VUE deployment has had no impact or degraded the DOC data network performance. SEH will coordinate such testing in advance with Contractor and will conduit this testing in a manner that will not unreasonably interfere with the work.
- C.3.8.49 The Contractor shall coordinate location and orientation of IDF, MDF, and MCR equipment with SEH. The Contractor shall verify and obtain approval by SEH's designated representative prior to installation.
- C.3.8.50 The Contractor shall verify all camera mounting locations with SEH's designated representative prior to installation. To ensure specified cameras and locations meet SEH's intended coverage, the Contractor shall perform field engineering and documentation prior to camera installation. The Contractor shall conduct site surveys with an SEH representative that is authorized to approve the camera view. The Contractor shall utilize video equipment capable of producing a still image that will exactly match the field of view of the surveillance camera and lens to be used at the specified location. The Contractor shall also utilize a hand-held monitor or other device capable of demonstrating to the SEH representative the available field of view images using a specific camera and lens. The SEH representative will select the final field of view during the site survey and the Contractor shall document the SEH selected field of view with an image of the field of view, the pixels per foot at the farthest surveillance target within the field of view, the camera location and the camera/lens configuration. The Contractor shall not present for review nor will SEH accept any field of view that produces less than 25 pixels per foot at the farthest surveillance target within the field of view. The Contractor shall provide this documentation to SEH representative for sign-off following the surveys. The Contractor shall receive SEH representative sign-off prior to installation of any cameras. The Contractor shall notify the SEH designated point of contact if a particular location is not acceptable for the intended application.
- C.3.8.51 The Contractor shall make proper adjustment to video system cameras and devices to ensure correct operation in accordance with manufacturer's instructions and recommendations. The Contractor shall focus and adjust camera lenses and obtain final sign-off/approval from SEH's designated point of contact.
- C.3.9 Testing, System Acceptance, and Close-Out Documentation**
Contractor is required to complete testing, burn-in period, punch list, and obtain final System acceptance and sign-off by the COTR.

- C.3.9.1 Acceptance testing of the System shall comply with the Contract requirements and the overall construction schedule. Deficiencies requiring corrections or alterations which either Contractor or SEH have been noted during the acceptance tests shall be corrected by Contractor. Retests of deficient items shall be taken into consideration in the scheduling.
- a. All components shall be tested by the Contractor to ensure compliance with the specifications before they leave the Contractor's premises and shall be tested again on-site by the Contractor before the commencement of acceptance testing. The Contractor shall not ship components to the project site until they have been found to be fully compliant with the specifications and the Contractor shall not request the commencement of acceptance testing until such time as the Contractor has made a complete and thorough checkout of all equipment. Contractor shall test all System components to ensure compliance with the specifications either at source or before they leave the Contractor's premises and shall test them again at the CDF before the commencement of acceptance testing.
 - b. Any piece of equipment, device, or material shall be made available by the Contractor for District inspections or tests, as deemed necessary by SEH and Consultant. Use by SEH of the equipment, devices or material shall not imply acceptance of the system or acceptability of any component. Availability and demonstration of the systems shall not be withheld and the use of components shall not imply the start of the Warranty Period.
 - c. Costs associated with the required inspections and testing by the Contractor must be included in this scope of work. Additional charges for work within the scope of the Contract shall not be accepted.
 - d. Deficiencies discovered in such tests shall be remedied and testing shall be repeated by the Contractor at no additional cost to SEH prior to the shipping of the components to the project site.
 - e. Prior to acceptance testing, the IPVMS shall be available for the use by SEH but SEH shall avoid or minimize use which interferes with or delays Contractor's performance. Use by SEH shall not imply acceptance of the IPVMS or any components or the commencement of the Warranty Period.
 - f. The Contractor shall ensure that the Hospital security recording system is operational at all times during the performance of this project.
 - g. The Contractor shall provide staff to assist SEH in the inspections during the installation period to review the progress and quality of the ongoing work.
 - h. Failure to discover or identify any deficiency, error or omission during inspections made in the installation phase shall not relieve the Contractor of any of the specification requirements.
 - i. Prior to the scheduling of the acceptance testing with SEH, the Contractor shall perform a complete and detailed operational check of each IPVSM component. Operational test results shall be documented by the Contractor using test sheets. During the shop drawing phase of the project, Contractor shall prepare and submit for SEH approval test sheets in an

appropriate format for the various categories of component to be tested and shall be submitted for approval by the Contractor during the shop drawing phase of the project.

- j. Completed operational test sheets indicating the test results for each IPVMS component within the System shall be submitted to SEH, together with a proposed schedule for acceptance testing, at least two weeks prior to the proposed acceptance testing. SEH shall determine on the basis of the IPVMS Contractor's testing and inform Contractor, whether or not it is appropriate to commence acceptance testing. It shall be their decision as to whether the acceptance testing immediately or to first requires Contractor to demonstrate that specified deficiencies must be remedied before the acceptance testing can proceed.
- k. The entire installed IPVMS shall be made available by the Contractor for Final Acceptance Testing by SEH at the completion of the project. The Contractor's Installation, engineering, software and system personnel shall be available on-site during the acceptance test. These personnel shall be familiar with the installation and shall perform all tests as requested by SEH in order to verify that the IPVMS components individually and in total meet the specifications. The IPVMS Contractor shall provide wireless radios to allow communication between and among SEH and Contractor testers in the field.
- k. The Contractor shall indicate deficiencies on a "punch-list". The deficiencies shall be corrected and a time for follow-up testing shall be scheduled by the Contractor in coordination with the Consultant. If deficiencies remain after the follow-up testing that required further testing by SEH, then the expenses of SEH, incurred in providing the additional follow-up tests to verify compliance with the specifications, including travel, per diem, accommodations, and consulting fees, shall be paid by Contractor at no additional cost to SEH.

C.3.9.2 Acceptance Test Sheet format shall include:

- a. CCTV test sheets for each CCTV camera. Include, at minimum as applicable, the following categories on the test sheet.
 - i. Point number - as identified on the security drawings.
 - ii. Image Quality - visually verify each cameras image quality.
 - iii. Motion - test each camera independently for motion detection alarm.
- b. Provide VMS test sheets for each VMS hardware unit. Include, at minimum as applicable, the following categories on the test sheet.
 - i. VMS unit number - identify each VMS unit by a unique number.
 - ii. Time search - test the ability to view recorded video based on a time search for each input on each VMS.
 - iii. Alarm mark - test the ability of the VMS to mark an associated video recording with an associated alarm.
 - iv. Alarm video playbacks - test the ability to initiate playback alarm marked video from any ACMS workstation.

C.3.9.3 The Contractor shall provide record documentation at close-out.

- a. Record Documentation shall include all submittals (shop drawings and equipment documentation) made at the shop drawing stage up-dated to reflect the actual installation and the manuals outlined below.
- b. Contractor shall submit a draft version of the record documentation shall be submitted to SEH at the time it requests acceptance testing. Following the acceptance testing and, if necessary, the subsequent rechecking of deficiencies, the IPVMS The Contractor shall re-submit the record documentation incorporating all changes resulting from the acceptance testing and any other changes requested by SEH as a result of the review of the draft version of the record documentation. SEH shall issue the Certificate of Substantial Completion as provided at C.3.10 and only when it has received the approved record documentation.
- c. The Contractor shall update all System documentation to indicate any changes, including updates, made during the Warranty Period.
- d. The Contractor shall provide record documentation in manuals in accordance with C.2 and this section C.3.9.3. Manuals shall be placed in hard cover binders with index page and indexing tabs. Provide record document types and quantities as indicated below:
 1. Operators' Manuals (four paper copies).
 2. Managers' Manuals (which includes the Operators' Manuals – two paper copies).
 3. Hardware Manuals (four paper copies).
 4. Shop drawings (full size printed out – four paper copies)
5. One electronic copy of all manuals and drawings noted above. Manuals shall be in PDF format and drawings shall be in the current AutoCAD format.
- e. The Contractor shall provide Operators' and Managers' Manuals with, at minimum, the following information:
 - 1.a.i.1. Details of all features and functions available to the Operators and Managers.
 - 1.a.i.2. Details of all alarm, diagnostic, error and other messages. Detail the Operator action to be taken for each instance.
 - 1.a.i.3. Detail special programs provided and provide a complete programming instruction manual. Detail operations of all software applications.
 - 1.a.i.4. Details of all data base management functions and features.
 - 1.a.i.5. All details and descriptions shall be in a step-by-step format such that an Operator or Manager shall be able to respond to and undertake the respective actions on the basis of information provided in the manuals and drawings.
- f. The Contractor shall provide Hardware Manuals that shall include, at a minimum, the following:
 - 1.a.i.1. Details of all specifications including maintenance and installation requirements for all computers, field panels, equipment, devices, interfaces and facilities provided.
 - 1.a.i.2. Record drawings and schedules of the completed installation including location of devices, mounting details, and wiring details.

- 1.a.i.3. Operating sequences and interlocks.
- 1.a.i.4. Names and addresses of spare parts suppliers.

g. Record drawings shall be CAD generated on the latest version of AutoCAD and shall include, at minimum, the following:

- 1. Details required by the shop drawings.
- 2. Final locations and point ID for each monitored and controlled device.

h. The Contractor shall provide a signed warranty letter signed by Contractor's contracting official. Warranty letter shall identify the project completion date, warranty start date, and warranty completion date. SEH will verify the warranty dates to ensure dates begin upon acceptance and sign-off of system.

C.3.10 Substantial Completion, Warranty, Sustainment, and Training during Warranty

The Contractor shall complete testing, burn-in period, punch list, in order to allow for final acceptance. Substantial completion of the IPVMS shall occur and SEH shall issue the Certificate of Substantial Completion on the date when all components have been certified by SEH and the System accepted by the COTR in writing as complete in accordance with the contract documentation and technical specifications.

C.3.10.1 The Contractor shall provide, and include in the base bid, a two-year Warranty, Maintenance and Sustainment Plan. Under this Plan and its implementation, beginning on the date of substantial completion of the IPVMS, Contractor shall provide required warranty and maintenance services for the System, including for all SEH video surveillance components (legacy and new IPVMS) and related installation work. The date of substantial completion shall be the date, following completion of acceptance testing, when all required System and performance requirements have been certified by SEH to be complete in accordance with the Contract.

C.3.10.2 The Contractor warrants that the completed Contract work (Work) herein shall be free from defects in design, workmanship and materials for a period not less than two years. Furthermore, Contractor warrants that the completed system – including all components – is of sufficient size and capacity to fulfill all requirements.

C.3.10.3 If, within two years after the date of final acceptance of the Work, any of the Work or equipment is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly per the terms of these specifications. The Contractor shall provide all parts, labor, and remediation services necessary to restore the System to proper operation at no additional cost to SEH.

C.3.10.4 All service and repair work shall be performed by Contractor, provided personnel that have been trained, certified, and are experienced in the operation and maintenance of the installed system and its components.

C.3.10.5 The Sustainment plan shall cover all components and services that comprise the entire IPVMS System. As a result, the Contractor shall be responsible for both the components that comprise the legacy system AND the new IPVMS platform. All legacy components remaining following

the migration shall be warranted/maintained/supported by this Contractor. In the event of a failure of any legacy component during the warranty period, the Contractor shall provide all parts and labor necessary to restore the System to proper operation at no additional cost to SEH.

- C.3.10.6 Warranty, Maintenance, and Sustainment Plan will also cover all components and services that constitute the new IPVMS System. All new components and services are required to be warranted/ maintained/ supported by this Contractor as provided in this Contract. Components covered include – but are not limited to – encoders, decoders, servers, storage, workstations, monitors, KVM components, PC hardware, communication devices, switches and network components, cameras, connection hardware. Components specifically excluded from Warranty include TWIDS, PIDS, Intercom, and Duress Alarm. The Contractor shall provide a Standard Warranty of 3-5 years for Cameras.
- C.3.10.7 The Contractor shall supply a two-year Maintenance and Software Support Agreement (SSA) for the VMS Platform. The Contractor shall enter into agreement directly with the VMS manufacturer to provide SSA coverage for all VMS components including base licensing, camera licensing, workstation licensing. The Contractor shall maintain and keep current on SEH's behalf during the life of the SSA all applicable software licenses and SSA agreements. The Contractor shall advise SEH of all software upgrades, updates, and patches (collectively, releases) as they are issued by the VMS manufacturer and advise SEH regarding the merits and risks of the enhancements included in each release.
- C.3.10.8 SEH will inform Contractor which releases are to be implemented and Contractor shall provide and install all software upgrades, updates, and patches during the two-year warranty and maintenance period.
- C.3.10.9 Contractor's warranty and sustainment obligation will include correction of any software/firmware defects, which may be identified during the 2-year warranty and maintenance period. Any failure of the software/firmware to perform as specified by section C.5 at the time of final acceptance is a software/firmware error that requires remediation.
- C.3.10.10 The Contractor shall provide warranty, emergency, and remedial service on a 24/7 basis. Pursuant to the Contract and within the Contract price Contractor shall provide these services during SEH's standard working hours (8:00 a.m. to 4:30 p.m. Monday – Friday) at no additional cost to SEH. However, at its own discretion, SEH may elect to have Contractor perform service/remediation work after hours or during weekends and holidays. In the event that SEH elects to have Contractor perform work outside SEH's standard working hours, SEH will compensate Contractor for labor at Contractor's published hourly rates submitted as part of its bid. Please note that the Contractor shall provide all equipment at no additional cost – it is only labor for work outside standard working hours that will be compensated, if ordered or approved by SEH.
- C.3.10.11 The Sustainment Plan shall include the replacement of all parts and/or components as required, to restore normal operation within the response times allotted herein. In the event that System parts or components must be removed for repair, the Contractor shall furnish and install temporary parts and/or components ("loaner equipment") as required to restore normal system operation until the parts or components can be repaired and re-installed.

- C.3.10.12 The Contractor shall schedule repair work with SEH's representative to prevent undue/unreasonable interference with SEH operations. The Contractor shall update all record drawings as necessary and provide SEH with a copy.
- C.3.10.13 In the event the Contractor determines and successfully demonstrates to SEH that service or repairs are required as a result of misuse, abuse, or abnormal wear and tear not reasonably attributable to Contractor, or as a result of causes excusable to Contractor under 2010 SCPs, section 8(c) (Attachment J.1). Contractor shall be compensated for such service or repairs at the Contractor's published hourly rates and by equitable adjustment to the Contract price for required replacement of equipment and components.
- C.3.10.14 SEH reserves the right to service, expand or add to the System during the warranty period using firm(s) other than the Contractor for such services without affecting the Contractor's Sustainment Plan responsibilities, provided that the services are performed by a firm that is an authorized integrator or agent for the equipment being serviced or expanded. If such services are performed improperly so as to require servicing or repair of the System, Contractor shall be compensated for such services or repairs as provided in C.3.10.13.
- C.3.10.15 If the Contractor is unable to restore System operation during the warranty period within the times specified herein, SEH reserves the right to require the Contractor to provide on-site manufacturer's service technicians at no additional cost to SEH. In addition, SEH reserves the right to impose a surcharge if the Contractor's on-site response and/or remediation times exceed those specified herein. (See Section H.1)
- C.3.10.16 The Contractor shall respond to service calls on a 24/7 basis. Within one hour of notification from SEH, a qualified technician shall respond by phone to ascertain the nature of the problem and – if applicable – attempt to remediate the issue remotely. Within four hours of notification from SEH, a qualified technician shall arrive on site if the issue was not resolved remotely. If Contractor is notified outside of SEH's standard working hours as stated in this Contract, Contractor shall advise caller of the applicable hourly rates to provide service to the site.
- C.3.10.17 For calls placed Monday through 2:30 p.m. Thursday; all warranty, maintenance and service calls shall be completely resolved within 24 hours following notification. All other calls shall be resolved by the end of the second business day following first receipt of the call by Contractor of the notification call. SEH retains the right to require Contractor's emergency remediation services at Contractor's published hourly rates.
- C.3.10.18 The Contractor shall provide bi-monthly Preventive Maintenance for all components that constitute the IPVMS System, including both the legacy system and the new IPVMS system. Preventive maintenance shall be conducted by factory trained technicians. Prior to commencement of the two-year Sustainment Plan, the Contractor shall submit a list of all such qualified technicians with a copy of relevant certifications for each and shall update the list as changes occur.
- C.3.10.19 Preventive Maintenance shall be conducted during normal business hours unless specifically agreed to in writing by SEH. The Contractor shall submit a preliminary Preventive Maintenance

Schedule to SEH for approval within 30 days of the commencement of the two-year warranty and maintenance period. The Contractor shall submit appropriate documentation describing all Preventive Maintenance work completed for each inspection visit to SEH.

C.3.10.20 As part of the Preventive Maintenance Contractor shall inspect and service IPVMS components during the warranty period. The Contractor shall perform – at a minimum – the following during each preventive service inspection:

- a. Verify proper operation of server and storage equipment including cooling fans, power supplies, CPU diagnostics;
- b. Clean housing, keyboard and change or clean filters as applicable;
- c. Verify proper operation of network and communications infrastructure, including switch components;
- d. Verify proper operation and communication functions of the IPVMS system;
- e. Verify the operation of each CCTV camera.
- f. The Contractor shall inspect, clean, and adjust for optimal image and field of view, each CCTV camera (legacy analog or new IP) as necessary or at the direction of SEH.
- g. The Contractor shall also maintain and confirm the operational capability of each PTZ camera control once per year.

C.3.10.21 The Contractor shall provide a comprehensive written report to SEH indicating the results of each inspection and all repairs and adjustments made.

C.3.10.22 The Contractor shall also review the server and storage components during each Preventative Maintenance visit. The Contractor shall ensure all cameras are functioning and are being recorded at the minimum established storage parameters defined in the Contract Documents. Any findings that are not in compliance shall be logged and corrected immediately by Contractor.

C.3.10.23 After any Warranty, Preventative Maintenance or other service related visit the Contractor shall complete a service work order prior to leaving the site. Service work order shall be submitted to SEH's CO or approved representative via Contractor's browser-based service and maintenance software portal. The work order shall contain the following:

- a. A description of the issue
- b. The name and contact information of the individual who initiated the call
- c. Date and time of the service call
- d. Date and time of arrival on site
- e. Parts inspected, tested, repaired, and/or replaced
- f. Description of how issue was resolved
- g. Status of the issue at the end of the visit if not resolved
- h. Date and time when issue was resolved
- i. Whether outside work-hour rates were authorized and used
- j. Time the Contractor's staff left the site
- k. Signature of the responsible SEH representative

C.3.10.24 The Contractor shall maintain an electronic database of all service work orders – the database shall have the capabilities stated in items h and i, below. For each service work order, Contractor

shall include in the database the following information:

- a. Work order reference number
- b. Site reference information (name and address)
- c. Date and time of initial call-out
- d. Date and time of arrival on site
- e. Date and time of completion
- f. Statement of the problem
- g. Statement of the status or resolution
- h. The database shall be available to SEH through a web browser
- i. The database shall be exportable in Microsoft Excel format

C.3.10.25 The Contractor shall include in the Contract price the costs of training operators and administrators during the warranty period as follows:

- A.1.A.1 The Contractor shall provide two operator training sessions per year on site or at location approved by SEH. Dates shall be agreed upon by SEH and Contractor.
- A.1.A.2 Each session shall be a minimum of four hours in duration, excluding breaks. Field setup time, startup time, and testing time shall not be considered as training time.
- A.1.A.3 Training shall be provided for the IPVMS platform by factory-trained technicians.
- A.1.A.4 SEH shall notify the Contractor at least two weeks in advance of the names of attendees.
- A.1.A.5 The Contractor shall provide and review with each attendee a basic operations manual for the IPVMS system.
- A.1.A.6 All training shall be conducted in a formal classroom-type atmosphere.
- A.1.A.7 The Contractor shall also provide one administrator training session per year on site or at location approved by SEH. Dates shall be agreed upon by SEH and Contractor. Training shall be targeted to SEH oversight staff who must understand the system and how to operate it.
- A.1.A.8 The Contractor shall provide a minimum 8 hour session, excluding breaks. Field setup time, startup time, and testing time shall not be considered as training time.
- A.1.A.9 Administrator training shall be provided by factory-trained technicians.

C.3.10.26 For the avoidance of doubt, Contractor's price for all items required in Section B.5.1 shall include:

- A.a.i.1 All replacement components and inventory
- A.a.i.2 All software maintenance and support contracts with the manufacturers
- A.a.i.3 All labor and professional services
- A.a.i.4 All travel related expenses such as parking, per diem
- A.a.i.5 All costs for materials acquisition including warehousing, transportation, on-site staging, check-in/check-out process and procedures, records and documentation, materials disposition
- A.a.i.6 Spare parts inventory
- A.a.i.7 All engineer, CAD, design work necessary to support IPVMS and provide updates to all record drawings

C.3.11 The Contractor shall provide the following, as shown in Deliverables, Schedule F.3:

- 5.a.i.1 Project management plan including but not limited to project schedule, WBS

- (work breakdown structure), communications plan, change control plan, risk management plan, staff management plan, quality assurance plan, training plan and cost control plan;
- 5.a.i.2 List of Contractor's staff working with District, along with resumes & credentials;
 - 5.a.i.3 Contractor Emergency Contact information, including name, phone numbers & email;
 - 5.a.i.4 Submission of Migration Plan;
 - 5.a.i.5 Project Manager work schedule;
 - 5.a.i.6 Operations, Maintenance and Technical Reference manual;
 - 5.a.i.7 Software documentation;
 - 5.a.i.8 Training documentation and materials;
 - 5.a.i.9 Field Survey Report with District approved camera views and locations;
 - 5.a.i.10 Equipment Documentation/Technical Data Sheet Submittals;
 - 5.a.i.11 Contractor Shop Drawings;
 - 5.a.i.12 Pre-Installation Conference Meeting Notes;
 - 5.a.i.13 Weekly Construction Reports, Manpower Reports, and Material Status Reports;
 - 5.a.i.14 Cable Test Report;
 - 5.a.i.15 Conduit and Cabling Infrastructure Deployment and Acceptance;
 - 5.a.i.16 VMS Software Provision, Installation, and Acceptance including availability of migrated legacy data/ information on new VMS platform. Migrated data shall be fully functional on the new VMS platform;
 - 5.a.i.17 Acceptance of Installed Head-End/Core for Legacy System with ability to perform all functions them on the new VMS platform;
 - 5.a.i.18 Acceptance of Installed Head-End/Core for new IPVMS;
 - 5.a.i.19 Acceptance of Installed IPVMS Cameras per C.5.5. with ability to perform all functions on the new VMS platform;
 - 5.a.i.20 VMS Factory Training and Certification for SEH Personnel;
 - 5.a.i.21 Testing and Acceptance Forms and Reports;
 - 5.a.i.22 As-Built Drawings and Bill of Materials;
 - 5.a.i.23 Record Documentation Including O&M Manuals;
 - 5.a.i.24 Project Closeout Conference Meeting Notes;

C.4. Site Clean Up:

- C.4.1 The Contractor shall, on a daily basis and upon completion of the work, remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site and the Hospital and its campus without delay and prior to final acceptance of the work.
- C.4.2 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. The Contractor shall remove and dispose of all trash and debris associated with the services delivered under this Contract to an off-site location.
- C.4.3 The Contractor shall abide by the Hospital's Infection Control standards to prevent the spread of infection to its staff and individuals in care.
- C.4.4 The Contractor shall ensure that all harmful and/or potentially harmful substances and

equipment are properly secured by his/her workers and kept out of the reach of individuals in care at all times in accordance with the Hospital's policies and procedures.

C.5. Workmanship:

C.5.1 The Contractor shall guarantee all work performed under this Contract for one year from the date of acceptance of the work. Warranties must be submitted to the COTR within ten (10) working days after completion of work. Three copies of warranty shall be provided. The Contractor shall, as needed, provide DBH with all manufacturers' warranties for all supplies and materials used in preparation and installation.

C.6 VENDOR QUALIFICATION

Only qualified vendors shall respond to this solicitation. A qualified vendor shall possess and demonstrate to SEH through its bid submission the following skills, credentials and experience:

C.6.1 Knowledge, experience, licensure and training certifications as required SEH of District of Columbia to install the proposed IPVMS, cameras and supporting equipment and including any electrical work, painting, cutting, or other that may be required;

C.6.2 Installer must possess, at time of bid submittal, expertise in migration of legacy systems and implementation of multi-component security systems; Installer must provide evidence of being an expert level technician or provide any expert level certifications based on the software platform requirements of the approved software company the Vendor selects.

C.6.3 Manpower necessary to perform all of the requirements in this Scope of Work in accordance with the specifications of the Contract;

C.6.4 A minimum of three references for projects of a similar nature;

The Contractor shall have the personnel and capacity to commence this project within five days of the award of contract and to complete the project.

C.7 CONTRACTOR RESOURCES

The selected Contractor shall have personnel and resources sufficient to provide the following:

C.7.1 **Project Management:** Responsible for the development and management of a comprehensive project plan, coordination and oversight development activity, effective and timely oral and written communication with the COTR, meeting coordination, coordination and development of a post-implementation support plan as needed to ensure optimal operability of the equipment installed.

C.7.2 **Technical/Development Staff:** To include, but not be limited to, properly licensed and qualified personnel to install, and maintain all equipment, including hardware and software, and ensure their optimal operability.

C.7.3 **Additional Staff:** The Contractor shall provide other personnel as needed and as agreed to by the Hospital to provide additional support, including staff training on the proper operation of the equipment and systems installed, as needed to meet the requirements

On-Site Time Requirement: A significant amount of on-site time is required. It is expected that some of the work will be performed at the contractor's site. However, activities such as project planning, status meetings, coordination of testing, training, and project implementation activities are to be performed at Saint Elizabeths Hospital.

C.8 STANDARDS OF PERFORMANCE

- C.8.1 At all times, the contractor shall exercise due diligence and act in good faith in the best interest of DBH, Saint Elizabeths Hospital. While performing the duties specified in this contract, the contractor shall comply with all DBH and Hospital policies, procedures and directives.
- C.8.2 The contractor shall provide a monthly report summarizing all services and activities completed in the previous month. This report shall be submitted to the COTR no later than the 15th of the month that it is due. The contractor shall participate in meetings and conference calls as directed by the Hospital.

C.9 CONFIDENTIALITY

The selected Contractor shall maintain the confidentiality and privacy of all identifying information concerning Saint Elizabeths Hospital patients 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). The selected Contractor shall maintain the confidentiality and privacy of all personnel records and information learned in the course of the contract, and shall be sensitive to individual rights and personal privacy; the Contractor shall not disclose information from any personnel record unless disclosure is part of their official duties or required by regulation or statute pursuant to DCMR 6-3106.

C.10 DISTRICT RESPONSIBILITIES

The Department of Behavioral Health (DBH) shall:

- a) Provide necessary hardware to include recorder server
- b) Provide management server
- c) Provide Cisco Catalyst Series Network Switches and associated licenses
- d) Provide removal and disposal of items being replaced by the District
- e) Provide the Contractor with building access to facilitate services
- f) Provide the Contractor/Sub-Contractors with an on-site Facility Orientation which is mandatory for persons directly responsible for installation, testing and operational services. (Delivery and Transportation persons exempt)

*** END OF SECTION C ***

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1. <http://ocp.dc.gov/publication/standard-contract-provisions-march-2007>
("Double click on link or paste into web browser")
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE**SECTION E: INSPECTION AND ACCEPTANCE & CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES****E.1 INSPECTION OF SUPPLIES AND SERVICES**

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.
<http://ocp.dc.gov/publication/standard-contract-provisions-march-2007>

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

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

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items

E.2.3 The Contracting Officer (CO) shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment

E.2.4 In case of non-performed work, DBH shall:

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

E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the CO and at no additional cost to the DBH.

E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.

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

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

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

E.3 TERMINATION FOR CONVENIENCE

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the CO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the Contracting Officer (CO), the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

E.3.2.4 Assign to DBH, as directed by the CO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.

E.3.2.5 With approval or ratification to the extent required by the CO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.

E.3.2.6 Transfer title, if not already transferred and , as directed by the CO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated

E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E.4 TERMINATION FOR DEFAULT

E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

E.4.1.1 Perform the services within the time specified in the Contract or any extension; or

E.4.1.2 Make progress as to endanger performance of the Contract; or

E.4.1.3 Perform any of the other material provisions of the Contract.

E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within Ten (10) Days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

E.4.3 If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner CO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or

floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- E.4.5 If the failure to perform is caused by the fault of a subcontractor at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Contracting Officer (CO), any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the CO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

PART I - THE SCHEDULE**SECTION F: DELIVERY AND PERFORMANCE****F.1 PERIOD OF PERFORMANCE (POP)**

The District contemplates awarding a Fixed Unit Price Contract. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be as indicated on the Pricing Schedule which is One (1) Year from Date of Award as specified in Section B.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (Not Applicable)**F.3 DELIVERABLES**

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G.4 in accordance with the following table.

F.3.2 Contractor shall deliver via e-mail one (1) MS-Word and one (1) PDF copy unless otherwise specified in the following table. Contractor shall deliver hard-copies as specified in the table.

DELIVERABLES:

#	Deliverable	Quantity	Format/ Method of Delivery	Due Date
1	Project management plan including but not limited to project schedule, WBS (work breakdown structure), communications plan, change control plan, risk management plan, staff management plan, quality assurance plan, training plan and cost control plan per C.5.6	1 set	MS-Word, PDF	2 Weeks from Date of Award
2	List of Contractor's staff working with District, along with resumes & credentials per C.5.6	1 set	MS-Word, PDF	At contract award and when staff information changes
3	Contractor Emergency Contact information, including name, phone numbers & email per C.5.6	1 set	MS-Word, PDF	At contract award and when staff information changes

#	Deliverable	Quantity	Format/ Method of Delivery	Due Date
4	Submission of Migration Plan	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award
6	Project Manager work schedule C.5.6	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award
7	Operations, Maintenance and Technical Reference manual per C.5.7.3	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award
8	Software documentation per C.5.3	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award
9	Training documentation and materials per C.5.7	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award
10	Field Survey Report with District approved camera views and locations per C.5.6.66	1 set	MS-Word, PDF	No later than 4 Weeks from Date of Award
11	Equipment Documentation/Technical Data Sheet Submittals per C.5.1	1 set	MS-Word, PDF	No later than 30 days from Date of Award
12	Contractor Shop Drawings per C.5.1	3 sets to CA 3 sets to COTR	CAD, PDF, Hard Copy	No later than 30 days from Date of Award
13	Pre-Installation Conference Meeting Notes per C.5.6.26	1 set	MS-Word, PDF	No later than 2 Weeks from Date of Award

#	Deliverable	Quantity	Format/ Method of Delivery	Due Date
14	Weekly Construction Reports, Manpower Reports, and Material Status Reports per C.5.6.28 - C.5.6.33	1 set	MS-Word, PDF	Weekly upon Project Start Date
15	Cable Test Report per C.5.2.17	1 set	MS-Word, PDF	No later than 1 Week from Cable Installation
16	Conduit and Cabling Infrastructure Deployment and Acceptance per C.5.2	1 set		Per Construction Schedule
17	VMS Software Provision, Installation, and Acceptance per C.5.3 including availability of migrated legacy data/ information on new VMS platform. Migrated data shall be fully functional on the new VMS platform.	1		Per Construction Schedule
18	Acceptance of Installed Head-End/Core for Legacy System per C.5.4. With ability to perform all functions them on the new VMS platform.	1		Per Construction Schedule
19	Acceptance of Installed Head-End/Core for new IPVMS per C.5.4	1		Per Construction Schedule
20	Acceptance of Installed IPVMS Cameras per C.5.5. With ability to perform all functions on the new VMS platform.	1		Per Construction Schedule
21	VMS Factory Training and Certification for DOC Personnel per C.5.6.35	1 set	PDF	No later than 1 Week after Factory Training
22	Testing and Acceptance Forms and Reports per C.5.7	1 set	MS-Word, PDF	3 Weeks prior to Testing
23	As-Built Drawings and Bill of Materials per C.5.7.3	3 sets to CA 3 sets to COTR	CAD, PDF, Hard Copy	No later than 15 Days after Project Completion Date

#	Deliverable	Quantity	Format/ Method of Delivery	Due Date
24	Record Documentation Including O&M Manuals per C.5.7.3	1 set	MS-Word, PDF	No later than 15 Days after Project Completion Date
26	Project Closeout Conference Meeting Notes per C.5.6.27	1 set	MS-Word, PDF	30 Days prior to Project Completion Date

F.3.2 The Contractors shall submit to the District, as a deliverable, the report described in section H.6 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement (if applicable). If the Contractor(s) do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.

*** END OF SECTION F ***

PART I: THE**SCHEDULE SECTION G: CONTRACT****ADMINISTRATION****G.1 CONTRACT ADMINISTRATION**

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

George Lewis, CPPO
Chief Contracting
Officer
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 724-1517 - Office
(202) 671-3395 - Fax
George.Lewis@dc.gov

G.2 TYPE OF CONTRACT

The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder which offers the lowest-priced bid – conforming to the solicitation requirements-evaluated according to Section L.1.2. The District contemplates award of a firm fixed contract. Accessories shall be prices as one lot, i.e., one set of all of the accessories for each Camera Type constitutes one (1) lot.

G.3 PAYMENT AND PERFORMANCE BONDS

BID GUARANTY—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make

such disposition of the same as will accomplish the purpose for which submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2016. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2016 until funds are made available to the CO 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 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 Contracting Officer only

G.6 INVOICE PAYMENT

Payments shall be based upon fixed unit price provided as specified in Section B (Price Schedules).

G.7 SUBMISSION OF INVOICE

G.7.1 The Contractor shall submit an original and three copies of each invoice to the following:

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

The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, 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. Payments shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DBH Accounts Payable of the Contractor's invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and be resubmitted as indicated in this clause.

G.7.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.7.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

- G.7.2.2 Contract number and invoice number;
- G.7.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.7.2.4 Other supporting documentation or information, as required by the Contracting Officer (CO)
- G.7.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.7.2.6 Name, title, phone number of person preparing the invoice;
- G.7.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.7.2.6 above) to be notified in the event of a defective invoice; and
- G.7.2.8 Authorized signature.

G.7.3 Certification of Invoice

Contracting Officer's Technical Representative (COTR) shall perform certification of the Contractor's Invoice. The Invoices shall be certified for payment and forwarded to the Chief Financial Officer within Five (5) Working Days after receipt of a satisfactory invoice.

G.8 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.8.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.
- G.8.2 No final payment shall be made to the Contractor until the Agency has received the CO final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.9 PAYMENT

- G.9.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B.5 of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.
- G.9.2 DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made to the Contractor.

G.10 ASSIGNMENT OF CONTRACT PAYMENTS

- G.10.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.
- G.10.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.
- G.10.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice

must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to:

(Name and address of Assignee)

G.11 QUICK PAYMENT CLAUSE

G.11.1 Interest Penalties to Contractors

G.11.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.11.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.11.2 Payments to Subcontractors

G.11.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.10.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.10.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.10.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.10.3 Subcontractor Requirements

- G.10.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-Contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.11 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Contracting Officer (CO). The contact information for the CO is as follows:

George Lewis, CPPO
Chief Contracting
Officer
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 724-1517 - Office
(202) 671-3395 - Fax
George.Lewis@dc.gov

G.12 AUTHORIZED CHANGES BY THE CO

- G.12.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

G.12.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the CO.

G.12.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.13 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer (CO) shall designate a Contracting Officer's Technical Representative (COTR)

G.13.1 The **COTR** has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.13.1.1 Keeping the CO informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;

G.13.1.2 coordinating site entry for Contractor personnel, if applicable;

G.13.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.13.1.4 Reviewing and approving invoice submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.13.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.13.2 The address and telephone number of the **COTR** is:

**Keith Dyson
Facilities Systems
Specialist
Saint Elizabeths Hospital
1100 Alabama Ave, SE
Washington, DC 20032
Office: (202) 299-5536
Email: Keith.Dyson@dc.gov**

G.13.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the Contracting Officer (CO) shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;

3. Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the Period of Performance; or
6. Authorize the use of District property, except as specified under the Contract.

G.13.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO, compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.14 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this 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 the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the CO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

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

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, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed Ten (10) Business Days. The assessment of Liquidated Damages as determined by the Contracting Officer (CO) shall be in an amount of **\$500.00 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of Thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DBH is able to award said Contract to a qualified responsive and responsible Contractor. 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 DBH to the replacement Contractor.

H.2 CONTRACTOR LICENSE/CLEARANCES

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

**H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE
HIPAA BUSINESS ASSOCIATE COMPLIANCE**

For the purpose of this agreement the Department of Behavioral Health (DBH), a covered component within the District of Columbia's Hybrid Entity shall be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended ("HIPAA Regulations") and [Contractor], as a recipient of Protected Health Information or electronic Protected Health Information from DBH, is a "Business Associate" as that term is defined by HIPAA. <http://dmh.dc.gov/node/816402>

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 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.6 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.*

H.7 WAY TO WORK AMENDMENT ACT OF 2006

H.7.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

H.7.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.

H.7.4 The DOES may adjust the Living Wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

H.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Contractor shall maintain its Payroll Records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid Contractor agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.7.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.8.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.8.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J) in which the Contractor shall agree that:

- (1) The First Source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
- (2) The First Source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.8.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;

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

H.8.4 If the Contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.8.5 The submission of the Contractor's Final request for payment from the District shall contain the following:

- (1) Document in a report to the Contracting Officer (CO) its compliance with section H.8.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.8.4 and include the following documentation:
 - (a)) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.8.6.

H.8.6 The CO may waive the provisions of section H.8.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.8.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.8.5 and H.8.6, the Contracting Officer (CO) shall determine whether the Contractor is in compliance with section H.8.4 or whether a waiver of compliance pursuant to section H.8.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within Two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.8.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.8.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the CO pursuant to this section H.8.8.

H.8.9 The provisions of sections H.8.4 through H.8.8 do not apply to nonprofit organizations.

H.9 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.10 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a.3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the Agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for DBH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DBH with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DBH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.11 SUBCONTRACTING REQUIREMENTS

H.11.1 Mandatory Subcontracting Requirements - An Offeror/Bidder responding to this Proposal/Solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this RFQ/IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. **For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.11.**

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

a) Mandatory Subcontracting Requirements

- 1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- 2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- 3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- 4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 5) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- 7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of

this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of Contracting Officer (CO) and the Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor shall pay each subcontractor.

c) Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, COTR, District of Columbia Auditor and the Director of DSLBD.

d) Subcontracting Plan Compliance Reporting.

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - (A) The price that the prime contractor shall pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor shall not receive credit toward its subcontracting requirements for that subcontract.

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

f) Notices - The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

g) Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii)

submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

(2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

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

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

PART II: CONTRACT CLAUSES**SECTION I: CONTRACT CLAUSES****I. APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

I.1.1 The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at: <http://ocp.dc.gov/publication/standard-contract-provisions-march-2007>

I.1.2 **DEPARTMENT OF LABOR WAGE DETERMINATIONS** The Contractor shall be bound by the Wage Determination No. 2015-4281 dated April 8, 2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the Contracting Officer (CO) obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

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.10. An award cannot be made to any Prospective Offeror/Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DBH Policies and Rules with References to DBH Web Site. <http://dbh.dc.gov/node/237952>

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTORS

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

I.8.2 Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor Contractor.

I.9 SUSPENSION OF WORK

I.9.1 The CO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the CO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the CO in the administration of this Contract, or by the CO failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption and the Contract modified in writing accordingly.

I.9.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.9.3 A claim under this clause shall not be allowed for any costs incurred more than Twenty (20) Days before the Contractor shall have notified the CO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.10 STOP WORK ORDER

I.10.1 The CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of Ninety (90) Days after the order is delivered to the Contractor and for any further period to which the parties may agree.

I.10.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of Ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J).

- I.10.3** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires the Contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.
- I.10.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within Thirty (30) Days after the end of the period of work stoppage; provided, that, if the CO decides the facts justify the action, the CO may receive and act upon the claim submitted at any time before final payment under this Contract.
- I.10.5** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.10.6** If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 INSURANCE

- I.11.1** The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for Thirty (30) days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to:

George Lewis, CPPO
Chief Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 724-1517 - Office
(202) 671-3395 - Fax
George.Lewis@dc.gov

I.12 COMMERCIAL GENERAL LIABILITY INSURANCE

A. GENERAL REQUIREMENTS. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its sub-contractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer (CO) shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractors shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.
2. Automobile Liability Insurance. The Contractors shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractors shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

Employer's Liability Insurance. The Contractors shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractors shall carry all required insurance until all Contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- F. NOTIFICATION. The Contractors shall immediately provide the Contracting Officer (CO) with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the CO.
- G. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

I.13 GOVERNING LAW

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

I.14 CONTINUITY OF SERVICES

- I.14.1 The Contractor recognizes that the services provided under this Task Order are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, shall continue to provide these services. To that end, the Contractor agrees to:

I.14.1.1 Furnish phase-out, phase-in (transition) training; and

I.14.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.15 ANTI-KICKBACK PROCEDURES**I.15.1 Definitions:**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

- I.15.2 "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.

- I.15.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.15.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.15.5 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contractor a subcontract entered into in connection with such prime contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- I.15.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I.15.7 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.15.7.1 Providing or attempting to provide or offering to provide any kickback;
 - I.15.7.2 Soliciting, accepting, or attempting to accept any kickback; or
 - I.15.7.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.15.8 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.15.7 of this clause in its own operations and direct business relationships.
- I.15.9 When the Contractor has reasonable grounds to believe that a violation described in Paragraph I.15.7 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Contracting Officer (CO).
- I.15.10 The CO may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the CO when the monies are withheld.

I.16 ORDER OF PRECEDENCE

- I.16.1 A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Solicitation by reference and made a part of the Contract:
- I.16.2 Wage Determination issued by the U.S Department of Labor, Dated April 8, 2016 (J.6)
- I.16.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)

- I.16.4 Sections A through K of this Contract Number **RM-16-IFB-077-BY0-TYM**, Signed Amendments by Bidder/Offeror, Attachments and Waiver of Subcontracting Requirement
- I.16.5 Invitation for Bid (IFB) Submission dated July 5, 2016
- I.16.6 Released Invitation for Bid (IFB) Solicitation dated June 14, 2016
- I.16.7 DBH Policies and Rules (J.4, J.5)

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

PART IV: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

Attachment No.	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007 (Double Click Link or paste into web browser)
J.2	DC Department of Consumer and Regulatory Affairs - Business Registration and Licensing http://dcra.dc.gov/service/corporate-registration http://dcra.dc.gov/node/545242
J.3	2016 Living Wage Act Fact Sheet (The Living Wage Act of 2006) / 2016 Living Wage Notice http://ocp.dc.gov/publication/2016-living-wage-fact-sheet http://ocp.dc.gov/publication/2016-living-wage-notice
J.4	Department of Behavioral Health Policies and Rules http://dbh.dc.gov/page/policies-rules
J.5	Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) - http://dbh.dc.gov/node/1135281
J.6	Wage Determination No. 2015-4281 (Revision 2) April 8, 2016 - http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=2
J.7	Mandatory Subcontracting Requirements – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$ \$250,000.00 http://dbh.dc.gov/node/816392
REQUIRE COMPLETION AND SUBMISSION WITH BID/OFFER	
J.8	Tax Certification Affidavit - http://otr.cfo.dc.gov/publication/tax-certification-affidavit-00
J.9	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.10	Bidder/Offeror Certification Form - http://ocp.dc.gov/publication/bidder-offeror-certification
J.11	Payment and Performance Bonds www.ocp.dc.gov
J.12	First Source Agreement – Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of \$300,000.00 – http://ocp.dc.gov/publication/first-source-employment-agreement-rev-2013 Contractor shall submit the Employment Plan and Non Construction Employment Agreement forms.

The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated

**Integrated Security Surveillance Monitoring System Installation
herein by reference.**

RM-16-IFB-077-BY0-TYM

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

PART I: THE SCHEDULE

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1 The Bidder/Offeror Certification form is available at www.ocp.dc.gov - click on “OCP Solicitations”, then on “Required Solicitation Documents” or see Section J.

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

PART I: THE SCHEDULE**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS****L.1 METHOD OF AWARD**

- L.1.1 The District reserves the right to accept/reject any/all Bids resulting from this Solicitation. The Contracting Officer (CO) may reject all bids or waive any minor informality or irregularity in Bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to Award a Single Contract resulting from this Solicitation to the Responsive and Responsible Bidder who has the Lowest Bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 The District may reject as Non-Responsive any Bid that fails to conform in any material respect to the Invitation for Bid (IFB).
- L.2.2 In addition, the District may reject as Non-Responsive any Bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the Solicitation.
- L.2.3 The Bidder must Bid on all Contract Line Item Numbers (CLINs) to be considered for this Award. Failure to bid on **all** CLINs shall render the Bid Non-Responsive and disqualify a Bid.
- L.2.4 The Bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.3 FAMILIARIZATION WITH CONDITIONS

- L.3.1 Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the works is be accomplished. Bidders shall not be relieved from assuming all responsibility for properly estimating difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID FORM, ORGANIZATION AND CONTENT

- L.4.1 All applicable documents are to be signed in blue ink. Each Bid if mailed or hand delivered (**facsimiles or electronic submissions shall NOT be accepted**) shall be submitted in a sealed envelope conspicuously marked "Invitation for Bid No. **RM-16-IFB-077-BYO-TYM**", title and name of Bidder.
- L.4.2 Descriptive Literature: Literature describing product should be limited to a one 8.5 x 11 page Fact Sheet and a photograph of the product.

L.5 BID SUBMISSION DATE AND TIME AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BID AND LATE BID

L.5.1 The District shall conduct an Optional Pre-Bid Conference and Site Visit on **JUNE 21, 2016 FROM 1:30PM UNTIL 3:00 PM at the Saint Elizabeths Hospital – 1100 Alabama Avenue. SE, FED Conference Room 190.12, Washington, DC 20032**

- a) Prospective Bidders shall be given an opportunity to ask questions regarding this Solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the Solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Bid Conference attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than ten (10) days after the release of the Solicitation.
- b) Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the Optional Pre-Bid Conference are only intended for general discussion and Do Not represents the District's Formal Position.

Official Answers shall be provided in writing to all Prospective Bidders who are listed on the official Bidders' list as having received a copy of the Solicitation, RM-16-IFB-077-BY0-TYM and shall be issued as an Amendment to this solicitation.

L.5.2 BID SUBMISSION - Bids shall be submitted with one (1) original and two (2) copies of the written response. Each IFB response shall be submitted in a sealed large envelope conspicuously marked:

“BID in Response to Solicitation No. **RM-16-IFB-077-BY4-TYM**”

No Later than July 5, 2016 at 2:00 PM local EST to the following address:

**Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor (West Side)
Washington, DC 20002**

L.5.2.1 Bids, Modifications to Bids, or Requests for Withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The Bid or Modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of Bids;
- (b) The Bid or Modification was sent by mail and it is determined by the Contracting Officer (CO) hat the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The Bid is the only Bid received.

- (d) The Bidders shall sign the Bid in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Bid in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this Solicitation. The Bidder's solicitation submission must be **signed in Blue Ink.** DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Bid/Offer.

L.5.2.2 Withdrawal or Modification of Bids - A Bidder/Offeror shall modify or withdraw its Bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the Solicitation for submission of Bids, but not later than the closing date for receipt of Bids.

L.5.3 Postmarks - The only acceptable evidence to establish the date of a late Bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Bid, Modification or Request for Withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the Bid shall be considered late unless the Bidder/Offeror can furnish evidence from the postal authorities of timely mailing.

L.5.4 Late Modifications - A late modification of a successful Bid, which makes its terms more favorable to the District, shall be considered at any time it is received and shall be accepted.

L.5.5 Late Bids - A late Bid, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.6 ERRORS IN BIDS

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

L.7 BID OPENING

The District shall make publicly available the name of each bidder, the bid price and other information that is deemed appropriate. **Bid Opening shall take place on Tuesday, July 5, 2016 at 2:30 PM EST at the following:**

**Department of Behavioral Health
Contracts and Procurement Services
64 New York Avenue, N.E. 2nd Floor – West Side
Washington, DC 20002**

L.8 BID PROTESTS

Any actual or prospective Bidder or Offeror who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Cluster Health Services Chief Contracting Officer.

L.9 ACKNOWLEDGMENT OF AMENDMENTS (NOT APPLICABLE)**L.10 BIDS WITH OPTION YEARS**

The Bidder shall include Option Year Prices in its Bid. A Bid may be determined to be nonresponsive if it does not include option year pricing.

L.11 LEGAL STATUS OF BIDDER

Each Bid must provide the following information:

L.11.1 Name, address, telephone number and federal tax identification number of Bidder;

L.11.2 A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

L.12 QUESTIONS ABOUT THE SOLICITATION

If a prospective Bidder has any questions relative to this Solicitation, the Prospective Bidder shall submit the question **in writing** to:

Tonya Mills, Contract Specialist
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 671-3178 - Office
(202) 671-3395 - Fax
Tonya.Mills@dc.gov

The Prospective Bidder should submit questions **no later than Monday, August 8, 2016**. The District may not consider any questions received less than Seven (7) Days before the date set for the submission of bids. The District shall furnish responses via an Amendment to the Solicitation. Amendment shall be issued if the Contracting Officer (CO) decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective Bidder. Oral explanations or instructions given by District officials before the award of the Contract shall not be binding.

L.13 UNNECESSARILY ELABORATE BIDS

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

L.14 RETENTION OF BIDS

All Bid documents shall be the property of the District and retained by the District and therefore shall not be returned to the Vendor.

L.15 BID COSTS

The District is not liable for any costs incurred by the Bidder in submitting a Bid in response to this IFB.

L.16 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other Bid submission requirements, the Vendor shall submit an electronic copy of its Bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 ACCEPTANCE PERIOD

The Bidder agrees that its Bid remains valid for a period of 120 days from the IFB's closing date.

L.18 FAILURE TO SUBMIT BIDS/OFFERS

Recipients of this IFB not responding with a Bid should not return this solicitation. Instead, they should advise the, CO, Department of Behavioral Health, 64 New York Avenue, N.E., 2nd Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future Solicitations for similar requirements. It is also requested that such recipients advise CO of the reason for not submitting a Bid in response to this IFB. If a recipient does not submit a Bid and does not notify the CO, Department of Behavioral Health that future Solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.19 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.19.1 Vendors who include in their Bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.19.2 If, however, a Contract is awarded to this Bidder/Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s right to use, without restriction, information contained in this bid if it is obtained from another source. The data subject to the restriction are contained in sheets (inset page numbers or other identification of sheets”).

L.19.3 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on the sheet is subject to the restriction on the title page of this bid.”

L.20 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I to:

George Lewis, CPPO
Chief Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health Contracts and Procurement Services
64 New York Avenue NE
Washington, DC 20002
(202) 724-1517 - Office
(202) 671-3395 - Fax
George.Lewis@dc.gov

L.21 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the prospective contractor must submit relevant documentation within Five (5) Days of the request by the District.

L.21.1 To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;

- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.21.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be Non-Responsible.

L.22 BRAND NAME OR EQUAL

L.22.1 As used in this clause, the term “brand name” includes identification of products by make and model.

L.22.2 If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and specific characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be at least equal in all material respects and to meet the minimum essential requirements identified in the IFB for the brand name products referenced in the IFB.

L.22.3 Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his or her bid shall be considered as offering a brand name product referenced in the IFB.

L.22.4 If the bidder proposes to furnish one or more “equal” products, it shall clearly identify these products in an attachment to the bid as follows: A cover page listing each of the proposed brand name items; the name of the item for which each substitute is proposed; and a separate packet of information detailing and supporting the equality of each of the proposed item(s) and how it meets or exceeds each item of the specification.

L.22.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and, for purposes of determining the bidder’s responsiveness, this evaluation shall be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District.

CAUTION TO BIDDERS: The District is not responsible for locating or securing any

information which is not identified in the bid and not reasonably available to the District.

L.22.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his or her bid all descriptive material necessary for the District to (i) fully determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB shall not be considered

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

PART I: THE SCHEDULE**SECTION M****EVALUATION FACTORS FOR AWARD****M.1 Preferences for Certified Business Enterprises**

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

M.1.1 Application of Preferences

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

- M.1.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

- M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

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

- M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001
- M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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