

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

**REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER RM-12-RFP-050-BY4-TLW FOR**

**COPIER LEASE AND MAINTENANCE SERVICES**

The District of Columbia, Department of Mental Health (DMH) Contracts and Procurement Services is seeking a Qualified and Experienced Contractor to provide Leasing and Maintenance Services on Seventy Three (73) Multifunctional Copiers for various programs within the District of Columbia Department of Mental Health.

OPENING DATE: Friday, April 27, 2012

**CLOSING DATE: WEDNESDAY, MAY 30, 2012**

**CLOSING TIME: 2:00 PM EST**

To obtain additional copies of this REQUEST FOR PROPOSAL, please contact Tira Williams, Contract Specialist, at: **D.C. Department of Mental Health** | Contracts and Procurement Services at 609 H Street, NE – 4<sup>th</sup> Floor, Washington DC 20002; Tel: 202.671-3184| Fax: 202.671-3395| e-mail: [tira.williams@dc.gov](mailto:tira.williams@dc.gov)

If you wish to respond to this Solicitation, please submit both parts, Technical and Pricing, of your Proposal together in one large, sealed envelope with the **Solicitation Number, RM-12-RFP-050-BY4-TLW**, clearly written on the envelope to **MS. TIRA WILLIAMS, 609 H STREET, NE – 4<sup>TH</sup> FLOOR, WASHINGTON, DC 20002 NO LATER THAN WEDNESDAY, MAY 30, 2012 AT 2:00 PM EST**. You **MUST** include the following documents with your Bid submission.

1. Page 1 of the Solicitation with **boxes 13, IF APPLICABLE, 14, 14A, 15, 15A and 15B completed and signed**
2. Completed and signed Solicitation Pages 4 through 40, the B.5 Pricing Schedule. **(PLEASE NOTE: Do not write any additional notes or computations to these pages, as it may disqualify your Bid)**
3. A completed Tax Certification Affidavit
4. A completed Equal Employment Opportunity (EEO) Policy Statement
5. A completed and signed First Source Agreement
6. A completed and signed DC Government Bidders Certification Form
7. Put the Technical Proposal in a sealed envelope marked **“Technical Proposal”** and put the Price Proposal in a separate sealed envelope marked **“Price Proposal, Part I, Pages 4 - 28 and II, Pages 31 - 40”**. Put the solicitation number, **RM-12-RFP-050-BY4-TLW** and your Company’s name on each envelope and then put both the Technical and Price Proposals together into one large envelope

**ANY AND ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO:**

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

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA  DEPARTMENT OF MENTAL HEALTH (DMH)  CONTRACTS AND PROCUREMENT SERVICES  609 H STREET, NE - 4<sup>th</sup> FLOOR  WASHINGTON, DC 20002</b>	2. PAGE OF PAGES: <b>1 of 108</b>
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: <b>RM-12-RFP-050-BY4-TLW</b>
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: <b>April 27, 2012 /WEDNESDAY, MAY 30, 2012 AT 2:00 PM EST</b>

7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>
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x	C – I and C - II	Description/Specs/Work Statement	41 - 57	x	J	List of Attachments	88
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**+OFFER (TO BE COMPLETED BY CONTRACTOR)**

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

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

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

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

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

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

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**B.1 LEASING AND SERVICES**

The Contractor shall provide Sixty Two (62) current year (2012), Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers and, Eleven (11) current year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for the various offices throughout the Department of Mental Health. The Contractor shall configure, test and provide tutorials to staff on the operation of the copiers before the installation on October 1, 2012 shall be deemed complete.

Equipment of varying capabilities and capacities shall be required for the different offices within DMH based on the copying, printing, scanning and faxing requirements of the various locations. The Contractor shall also provide Scheduled Routine Maintenance Services, Emergency Maintenance Services, Relocation Services and shall supply supplies as outlined in Section C of this solicitation.

**B.2 CONTRACT TYPE**

This shall be a Firm Fixed-Price Contract with rates as outlined in the Schedule B Pricing Sheets on Pages 4 – 40 of this solicitation.

**B.3 PERIOD OF PERFORMANCE**

The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

**B.4 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSAL**

Response to this Request for Proposal (RFP) requires completion and signature of the Section A (Page 1), Box 13, if applicable, Boxes 14, 14A, 15, 15A and 15B; the Schedule B Pricing Sheets, Part I and II, (Pages 4 – 40); and written responses that address the Technical Evaluation Criteria in Section M, along with the completion of all required Solicitation Attachments (Compliance Documents) as instructed in Section K. Compliance Documents are also attached to this solicitation. All documents must be delivered to the following Contract Specialist:

Tira Williams  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE – 4<sup>th</sup> Floor  
Washington, DC 20002  
202-671-3184

**B.5 SCHEDULE B PRICING SHEETS**

See Following Pages 4 through 40.

**PART I – THE SCHEDULE**

**SECTION B – PART I**

**SUPPLIES/SERVICES AND PRICE/COSTS**

<b>B.5 Pricing Schedule Part I - Leasing</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>MONTHLY UNIT LEASE COST</b>	<b>YEARLY LEASING COST</b>
	<p><b>ITEM DESCRIPTION</b></p> <p>The Contractor shall provide Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade Monochromatic (B/W) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for Lease and Installation in various offices throughout the Department of Mental Health. Each copier shall be equipped with Scan and Fax (inbound/outbound ) capability. Scan/Fax should support TIFF, JPEG, PDF and other formats, as needed, optionally; Have the ability to receive fax documents to email; Send fax documents from desktop; Copiers should be compatible with all operating systems, such as common Windows XP, Windows 7, Mac-OS &amp; and Linux, Additionally, the copiers shall be Citrix Terminal Server compatible and support Citrix ZenApp; Have USB Readability and locked or have copy and use parameters embedded in the document; Have remote web based management consoles; Be HIPPA compliant – have settable image</p>				

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	<p>retention so data sent to hard drive can be deleted; Optional features include Encrypted PDF; Optional: Radius Server; Advanced security access using in-place HID badge readers.</p> <p><b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods</b></p>				
001	<p>Thirty (30) current Year (2012), Energy Efficient, Monochromatic (B/W), Multifunctional Copiers equipped with Network Copying, Printing, Scanning and Fax Boards for faxing capabilities that print a minimum of Thirty Five (35) monochromatic images per minute; Fifty (50) sheet automatic document feeder; One Thousand Fifty (1,050) sheet paper capacity; trayless duplexing (unlimited two sided copying) Twelve Thousand (1200) x Six Hundred (600) Minimum Resolution Capability; a Minimum of 100 secure mailboxes; finisher with 50 sheet stapling; faxing capability; Printer Kits for network printing; Scan (Black and white/Color) to email; desktop/network shared folders; OCR; a puncher unit; User access, quota, accounting as standard; Web management console; Minimum 160 GB HDD; Fax to email; Multi-tasking (i.e. print, scan, fax at the same time)</p>	<u>30</u>	<u>EA</u>	\$ _____	\$ _____
002	<p>Seventeen (17) Monochromatic (B/W) Copiers that print a minimum of Fifty Five (55) images per minute; One hundred (100) sheet automatic document feeder; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax</p>	<u>17</u>	<u>EA</u>	\$ _____	\$ _____

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>003</p>	<p>Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), and Puncher Units, equipped with Finishers, Printer Kit</p> <p>Eight (8) Current Year (2012) Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers that print a minimum of seventy five (75) images per minute; one hundred (100) sheet automatic document feeder; 160 HDD GB min; 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for faxing capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units and equipped with Finishers, and Printer Kits.</p>	<p><u>8</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>004</p>	<p>Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade Full Color Copiers that print a minimum of Fifty One (51) Monochromatic images per minute; Fifty One (51) Full Color images per minute; One Hundred (100) sheet automatic document feeder; Two Thousand One Hundred Fifty (2,150) sheet paper capacity; 160 HDD GB min 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; Saddle and Multi Stapling Finisher (50) Sheet Stapling; Fax Board for faxing capability; Printer Kits for network printing; ecopy; meap (scan to email, desktop and network shared</p>	<p><u>11</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>005</p>	<p>folders),Puncher Units, Finishers, Printer Kits and USB Print/Scan</p> <p>Six (6) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W) Copiers that print a minimum of Ninety Five (95) Monochromatic (Black and White) images per minute; One Hundred (100) sheet automatic document feeder; Four Thousand One Hundred Fifty (4,150) sheet paper capacity; 80 GB Internal Hard Drive (1.5 GB RAM); Trayless Duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; Three (3) Hole Punch Unit; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>	<p><u>6</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>006</p>	<p>One (1) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W) multi-functional Copier that prints a minimum of Ninety Five (95) images per minute; One Hundred (100) sheet automatic document feeder; Seven Thousand Seven Hundred (7,700) sheet paper capacity; 80 GB HDD and 1 GB RAM tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Twelve Thousand (1200) print and copy resolution; copy reservation; Two (2) and Three (3) Hole Punch Unit; Folding Unit with Z Fold, C Fold, Half Fold, and Accordion Fold; Optional scan or print from USB; Document Insertion for Print Shop;</p>	<p><u>1</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, and Printer Kits				
<b>TOTAL COST</b>					\$ _____

**BASE YEAR**

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

\_\_\_\_\_  
 Print Name and Title of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<b>B.5 Pricing Schedule Part I - Leasing</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>MONTHLY UNIT LEASE COST</b>	<b>YEARLY LEASING COST</b>
	<p><b>ITEM DESCRIPTION</b></p> <p>The Contractor shall provide Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade Monochromatic (B/W) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for Lease and Installation in various offices throughout the Department of Mental Health. Each copier shall be equipped with Scan and Fax (inbound/outbound ) capability. Scan/Fax should support TIFF, JPEG, PDF and other formats, as needed, optionally; Have the ability to receive fax documents to email; Send fax documents from desktop; Copiers should be compatible with all operating systems, such as common Windows XP, Windows 7, Mac-OS &amp; and Linux, Additionally, the copiers shall be Citrix Terminal Server compatible and support Citrix ZenApp; Have USB Readability and locked or have copy and use parameters embedded in the document; Have remote web based management consoles; Be HIPPA compliant – have settable image retention so data sent to hard drive can be deleted; Optional features include Encrypted PDF; Optional: Radius Server; Advanced security access using in-place HID badge readers.</p>				

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	<p><b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods</b></p>				
001	<p>Thirty (30) current Year (2012), Energy Efficient, Monochromatic (B/W), Multifunctional Copiers equipped with Network Copying, Printing, Scanning and Fax Boards for faxing capabilities that print a minimum of Thirty Five (35) monochromatic images per minute; Fifty (50) sheet automatic document feeder; One Thousand Fifty (1,050) sheet paper capacity; tray less duplexing (unlimited two sided copying) Twelve Thousand (1200) x Six Hundred (600) Minimum Resolution Capability; a Minimum of 100 secure mailboxes; finisher with 50 sheet stapling; faxing capability; Printer Kits for network printing; Scan (Black and white/Color) to email; desktop/network shared folders; OCR; a puncher unit; User access, quota, accounting as standard; Web management console; Minimum 160 GB HDD; Fax to email; Multi-tasking (i.e. print, scan, fax at the same time)</p>	<u>30</u>	<u>EA</u>	\$ _____	\$ _____
002	<p>Seventeen (17) Monochromatic (B/W) Multifunctional Copiers that print a minimum of Fifty Five (55) images per minute; One hundred (100) sheet automatic document feeder; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), and Puncher Units, equipped with Finishers, Printer Kit</p>	<u>17</u>	<u>EA</u>	\$ _____	\$ _____

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>003</p>	<p>Eight (8) Current Year (2012) Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers that print a minimum of seventy five (75) images per minute; one hundred (100) sheet automatic document feeder; 160 HDD GB min; 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for faxing capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units and equipped with Finishers, and Printer Kits.</p>	<p><u>8</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>004</p>	<p>Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade Full Color, Multifunctional Copiers that print a minimum of Fifty One (51) Monochromatic images per minute; Fifty One (51) Full Color images per minute; One Hundred (100) sheet automatic document feeder; Two Thousand One Hundred Fifty (2,150) sheet paper capacity; 160 HDD GB min 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; Saddle and Multi Stapling Finisher (50) Sheet Stapling; Fax Board for faxing capability; Printer Kits for network printing; ecopy; meap (scan to email, desktop and network shared folders),Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>	<p><u>11</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>005</p>	<p>Six (6) Current Year (2012) Energy Efficient, Commercial Grade , Multi-functional Monochromatic (B/W) Copiers that print a minimum of Ninety</p>	<p><u>6</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	<p>Five (95) Monochromatic (Black and White) images per minute; One Hundred (100) sheet automatic document feeder; Four Thousand One Hundred Fifty (4,150) sheet paper capacity; 80 GB Internal Hard Drive (1.5 GB RAM); trayless duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; Three (3) Hole Punch Unit; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>				
<p>006</p>	<p>One (1) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W) Multi-functional Copier that prints a minimum of Ninety Five (95) images per minute; One Hundred (100) sheet automatic document feeder; Seven Thousand Seven Hundred (7,700) sheet paper capacity; 80 GB HDD and 1 GB RAM tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Twelve Thousand (1200) print and copy resolution; copy reservation; Two (2) and Three (3) Hole Punch Unit; Folding Unit with Z Fold, C Fold, Half Fold, and Accordion Fold; Optional scan or print from USB; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan</p>	<p><u>1</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

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 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

	to email, desktop and network shared folders), Puncher Units, Finishers, and Printer Kits				
<b>TOTAL COST</b>					\$ _____

**OPTION YEAR ONE**

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

\_\_\_\_\_  
 Print Name and Title of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<b>B.5 Pricing Schedule Part I - Leasing</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>MONTHLY UNIT LEASE COST</b>	<b>YEARLY LEASING COST</b>
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LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	<p><b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods</b></p>				
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002	<p>Seventeen (17) Monochromatic (B/W) Multifunctional Copiers that print a minimum of Fifty Five (55) images per minute; One hundred (100) sheet automatic document feeder; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), and Puncher Units, equipped with Finishers, Printer Kit</p>	<u>17</u>	<u>EA</u>	\$ _____	\$ _____

RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

003	Eight (8) Current Year (2012) Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers that print a minimum of seventy five (75) images per minute; one hundred (100) sheet automatic document feeder; 160 HDD GB min; 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for faxing capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units and equipped with Finishers, and Printer Kits.	<u>8</u>	<u>EA</u>	\$ _____	\$ _____
004	Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade Full Color Multifunctional Copiers that print a minimum of Fifty One (51) Monochromatic images per minute; Fifty One (51) Full Color images per minute; One Hundred (100) sheet automatic document feeder; Two Thousand One Hundred Fifty (2,150) sheet paper capacity; 160 HDD GB min 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; Saddle and Multi Stapling Finisher (50) Sheet Stapling; Fax Board for faxing capability; Printer Kits for network printing; ecopy; meap (scan to email, desktop and network shared folders),Puncher Units, Finishers, Printer Kits and USB Print/Scan	<u>11</u>	<u>EA</u>	\$ _____	\$ _____
005	Six (6) Current Year (2012) Energy Efficient, Commercial Grade , Multi-functional Monochromatic (B/W) Copiers that print a minimum of Ninety	<u>6</u>	<u>EA</u>	\$ _____	\$ _____

**RM-12 RFP-050-BY4-TLW  
LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

	<p>Five (95) Monochromatic (Black and White) images per minute; One Hundred (100) sheet automatic document feeder; Four Thousand One Hundred Fifty (4,150) sheet paper capacity; 80 GB Internal Hard Drive (1.5 GB RAM); tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; Three (3) Hole Punch Unit; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>				
006	<p>One (1) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W) Multi-functional Copier that prints a minimum of Ninety Five (95) images per minute; One Hundred (100) sheet automatic document feeder; Seven Thousand Seven Hundred (7,700) sheet paper capacity; 80 GB HDD and 1 GB RAM tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Twelve Thousand (1200) print and copy resolution; copy reservation; Two (2) and Three (3) Hole Punch Unit; Folding Unit with Z Fold, C Fold, Half Fold, and Accordion Fold; Optional scan or print from USB; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan</p>	<u>1</u>	<u>EA</u>	<u>\$</u>	<u>\$</u>

**RM-12 RFP-050-BY4-TLW  
LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

	to email, desktop and network shared folders), Puncher Units, Finishers, and Printer Kits				
<b>TOTAL COST</b>					<b>\$</b>

**OPTION YEAR TWO**

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

\_\_\_\_\_  
Print Name and Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<b>B.5 Pricing Schedule Part I - Leasing</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>MONTHLY UNIT LEASE COST</b>	<b>YEARLY LEASING COST</b>
	<p><b>ITEM DESCRIPTION</b></p> <p>The Contractor shall provide Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade Monochromatic (B/W) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for Lease and Installation in various offices throughout the Department of Mental Health. Each copier shall be equipped with Scan and Fax (inbound/outbound ) capability. Scan/Fax should support TIFF, JPEG, PDF and other formats, as needed, optionally; Have the ability to receive fax documents to email; Send fax documents from desktop; Copiers should be compatible with all operating systems, such as common Windows XP, Windows 7, Mac-OS &amp; and Linux, Additionally, the copiers shall be Citrix Terminal Server compatible and support Citrix ZenApp; Have USB Readability and locked or have copy and use parameters embedded in the document; Have remote web based management consoles; Be HIPPA compliant – have settable image retention so data sent to hard drive can be deleted; Optional features include Encrypted PDF; Optional: Radius Server; Advanced security access using in-place HID badge readers.</p>				

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>001</p>	<p><b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods</b></p> <p>Thirty (30) current Year (2012), Energy Efficient, Monochromatic (B/W), Multifunctional Copiers equipped with Network Copying, Printing, Scanning and Fax Boards for faxing capabilities that print a minimum of Thirty Five (35) monochromatic images per minute; Fifty (50) sheet automatic document feeder; One Thousand Fifty (1,050) sheet paper capacity; trayless duplexing (unlimited two sided copying) Twelve Thousand (1200) x Six Hundred (600) Minimum Resolution Capability; a Minimum of 100 secure mailboxes; finisher with 50 sheet stapling; faxing capability; Printer Kits for network printing; Scan (Black and white/Color) to email; desktop/network shared folders; OCR; a puncher unit; User access, quota, accounting as standard; Web management console; Minimum 160 GB HDD; Fax to email; Multi-tasking (i.e. print, scan, fax at the same time)</p>	<p><u>30</u></p>	<p><u>EA</u></p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>002</p>	<p>Seventeen (17) Monochromatic (B/W) Multifunctional Copiers that print a minimum of Fifty Five (55) images per minute; One hundred (100) sheet automatic document feeder; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), and Puncher Units, equipped with Finishers, Printer Kit</p>	<p><u>17</u></p>	<p><u>EA</u></p>	<p>\$ _____</p>	<p>\$ _____</p>

RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

003	Eight (8) Current Year (2012) Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers that print a minimum of seventy five (75) images per minute; one hundred (100) sheet automatic document feeder; 160 HDD GB min; 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for faxing capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units and equipped with Finishers, and Printer Kits.	<u>8</u>	<u>EA</u>	\$ _____	\$ _____
004	Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Multifunctional, Full Color Copiers that print a minimum of Fifty One (51) Monochromatic images per minute; Fifty One (51) Full Color images per minute; One Hundred (100) sheet automatic document feeder; Two Thousand One Hundred Fifty (2,150) sheet paper capacity; 160 HDD GB min 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; Saddle and Multi Stapling Finisher (50) Sheet Stapling; Fax Board for faxing capability; Printer Kits for network printing; ecopy; meap (scan to email, desktop and network shared folders),Puncher Units, Finishers, Printer Kits and USB Print/Scan	<u>11</u>	<u>EA</u>	\$ _____	\$ _____
005	Six (6) Current Year (2012) Energy Efficient, Commercial Grade , Multifunctional Monochromatic (B/W) Copiers that print a minimum of Ninety	<u>6</u>	<u>EA</u>	\$ _____	\$ _____

RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

006	<p>Five (95) Monochromatic (Black and White) images per minute; One Hundred (100) sheet automatic document feeder; Four Thousand One Hundred Fifty (4,150) sheet paper capacity; 80 GB Internal Hard Drive (1.5 GB RAM); tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; Three (3) Hole Punch Unit; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, Printer Kits and USB Print/Scan</p> <p>One (1) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W) Multi-functional Copier that prints a minimum of Ninety Five (95) images per minute; One Hundred (100) sheet automatic document feeder; Seven Thousand Seven Hundred (7,700) sheet paper capacity; 80 GB HDD and 1 GB RAM tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Twelve Thousand (1200) print and copy resolution; copy reservation; Two (2) and Three (3) Hole Punch Unit; Folding Unit with Z Fold, C Fold, Half Fold, and Accordion Fold; Optional scan or print from USB; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan</p>	<u>1</u>	<u>EA</u>	<u>\$</u>	<u>\$</u>
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**RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

	to email, desktop and network shared folders), Puncher Units, Finishers, and Printer Kits				
<b>TOTAL COST</b>					\$ _____

**OPTION YEAR THREE**

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

\_\_\_\_\_  
 Print Name and Title of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<b>B.5 Pricing Schedule Part I - Leasing</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>MONTHLY UNIT LEASE COST</b>	<b>YEARLY LEASING COST</b>
	<p><b>ITEM DESCRIPTION</b></p> <p>The Contractor shall provide Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade Monochromatic (B/W) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for Lease and Installation in various offices throughout the Department of Mental Health. Each copier shall be equipped with Scan and Fax (inbound/outbound ) capability. Scan/Fax should support TIFF, JPEG, PDF and other formats, as needed, optionally; Have the ability to receive fax documents to email; Send fax documents from desktop; Copiers should be compatible with all operating systems, such as common Windows XP, Windows 7, Mac-OS &amp; and Linux, Additionally, the copiers shall be Citrix Terminal Server compatible and support Citrix ZenApp; Have USB Readability and locked or have copy and use parameters embedded in the document; Have remote web based management consoles; Be HIPPA compliant – have settable image retention so data sent to hard drive can be deleted; Optional features include Encrypted PDF; Optional: Radius Server; Advanced security access using in-place HID badge readers.</p>				

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>001</p>	<p><b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods</b></p> <p>Thirty (30) current Year (2012), Energy Efficient, Monochromatic (B/W), Multifunctional Copiers equipped with Network Copying, Printing, Scanning and Fax Boards for faxing capabilities that print a minimum of Thirty Five (35) monochromatic images per minute; Fifty (50) sheet automatic document feeder; One Thousand Fifty (1,050) sheet paper capacity; trayless duplexing (unlimited two sided copying) Twelve Thousand (1200) x Six Hundred (600) Minimum Resolution Capability; a Minimum of 100 secure mailboxes; finisher with 50 sheet stapling; faxing capability; Printer Kits for network printing; Scan (Black and white/Color) to email; desktop/network shared folders; OCR; a puncher unit; User access, quota, accounting as standard; Web management console; Minimum 160 GB HDD; Fax to email; Multi-tasking (i.e. print, scan, fax at the same time)</p>	<p><u>30</u></p>	<p><u>EA</u></p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>002</p>	<p>Seventeen (17) Monochromatic (B/W), Multifunctional Copiers that print a minimum of Fifty Five (55) images per minute; One hundred (100) sheet automatic document feeder; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), and Puncher Units, equipped with Finishers, Printer Kit</p>	<p><u>17</u></p>	<p><u>EA</u></p>	<p>\$ _____</p>	<p>\$ _____</p>

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p>003</p>	<p>Eight (8) Current Year (2012) Energy Efficient, Commercial Grade, Monochromatic (B/W), Multifunctional Copiers that print a minimum of seventy five (75) images per minute; one hundred (100) sheet automatic document feeder; 160 HDD GB min; 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); twelve thousand (1200) x Six hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; finisher with 50 sheet stapling; fax Board for faxing capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units and equipped with Finishers, and Printer Kits.</p>	<p><u>8</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>004</p>	<p>Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional Copiers that print a minimum of Fifty One (51) Monochromatic images per minute; Fifty One (51) Full Color images per minute; One Hundred (100) sheet automatic document feeder; Two Thousand One Hundred Fifty (2,150) sheet paper capacity; 160 HDD GB min 2 – 4 GB RAM min.; tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; 100 secure mailboxes; Saddle and Multi Stapling Finisher (50) Sheet Stapling; Fax Board for faxing capability; Printer Kits for network printing; ecopy; meap (scan to email, desktop and network shared folders),Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>	<p><u>11</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>
<p>005</p>	<p>Six (6) Current Year (2012) Energy Efficient, Commercial Grade, Multifunctional Monochromatic (B/W) Copiers that print a minimum of Ninety</p>	<p><u>6</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

	<p>Five (95) Monochromatic (Black and White) images per minute; One Hundred (100) sheet automatic document feeder; Four Thousand One Hundred Fifty (4,150) sheet paper capacity; 80 GB Internal Hard Drive (1.5 GB RAM); trayless duplexing (unlimited two sided copying); Twelve Thousand (1200) x Six Hundred (600) print and copy resolution; copy reservation; Three (3) Hole Punch Unit; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan to email, desktop and network shared folders), Puncher Units, Finishers, Printer Kits and USB Print/Scan</p>				
<p>006</p>	<p>One (1) Current Year (2012) Energy Efficient, Commercial Grade Monochromatic (B/W), Multifunctional Copier that prints a minimum of Ninety Five (95) images per minute; One Hundred (100) sheet automatic document feeder; Seven Thousand Seven Hundred (7,700) sheet paper capacity; 80 GB HDD and 1 GB RAM tray less duplexing (unlimited two sided copying); Twelve Thousand (1200) x Twelve Thousand (1200) print and copy resolution; copy reservation; Two (2) and Three (3) Hole Punch Unit; Folding Unit with Z Fold, C Fold, Half Fold, and Accordion Fold; Optional scan or print from USB; Document Insertion for Print Shop; 100 secure mailboxes; finisher with One Hundred (100) sheet stapling; fax Board for fax capability; Printer Kits for network printing; ecopy meap (scan</p>	<p><u>1</u></p>	<p><u>EA</u></p>	<p><u>\$</u></p>	<p><u>\$</u></p>

**RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

	to email, desktop and network shared folders), Puncher Units, Finishers, and Printer Kits				
<b>TOTAL COST</b>					\$ _____

**OPTION YEAR FOUR**

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

\_\_\_\_\_  
 Print Name and Title of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

**\*\*\*END OF SECTION B, PART I – LEASE\*\*\***

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## **SECTION B - PART II: COPIER MAINTENANCE**

### **B.1 SERVICES, SUPPLIES AND RELOCATIONS**

- B.1.1 The Government of the District of Columbia, Department of Mental Health (DMH), Office of Contracting and Procurement Services is seeking a qualified Contractor to provide Scheduled Routine Maintenance and Emergency Maintenance and Repair Services to Sixty Two (62, Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic(Black and White) Multifunctional leased Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional leased Copiers, equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for the various offices throughout the Department of Mental Health. In addition, the copiers shall have varying production capabilities, capacities, configurations and components based on the needs of the various offices within the DMH.
- B.1.2 All Service Technicians shall have an Expert Maintenance and Repair Skills Knowledge Base and a minimum of Two (2) Years Hands-On Experience in providing Direct Maintenance Services to the types of copiers leased by DMH.
- B.1.3 The Contractor's Service Department shall have all required Certifications and Experience in the Maintenance and Repair of the Name Brand of the DMH leased copiers so as not to jeopardize the Lease Agreement and/or Warranty of the DMH Copiers and Components.

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

- B.2.1 This is a Firm Fixed Price Contract with rates based on the established Monthly Maintenance Charges as specified in Section B, Schedule B Pricing Sheets, Pages 31 – 40 of this solicitation. The Supplies and Relocation Services, along with additional services not covered under the Standard Monthly Maintenance Charges are covered by Contract Line Item Numbers (Clin) 006, 007 and 008 for Indefinite Delivery and Indefinite Quantity.

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

- B.3.1 The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

### **B.4 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSAL**

Instructions are the same as those detailed in Section B, page 3 of this solicitation.

### **B.5 SCHEDULE B PRICING SHEETS PART II - MAINTENANCE SERVICES**

See Following Pages 31 through 40

B.5 Pricing Schedule- Part II	SOLICITATION # RM-12-RFP-050-BY4-TLW MAINTENANCE AND REPAIR OF MONOCHROMATIC (B/W) AND COLOR COPIERS				
Contract Line Item Numbers	<u>Item Description:</u>  The Vendor shall provide Scheduled Routine Monthly Maintenance, Repair Services and Emergency Repair Services on Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities and are installed in various offices throughout the Department of Mental Health.  <b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Years.</b>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
001	Monthly Maintenance Services on Sixty Two (62) Monochromatic (B/W) Copiers. Monthly Volume to include up to 900,000 copies.	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
002	Excess Monthly Per Copy Charges for Monochromatic (B/W) Copies exceeding 900,000.	<u>90,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
003	Monthly Maintenance Services on Eleven (11) Color Copiers. Monthly volume to include up to 80,000 copies	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
004	Excess Monthly per copy charges for Color Copies exceeding 80,000 per month	<u>8,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
005	Hourly Charge for Emergency Repair Services	<u>50</u>	<u>Per Hour</u>	\$ _____	\$ _____

**RM-12 RFP-050-BY4-TLW  
 LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

<b>006</b>	Miscellaneous Parts and Services (including but not limited to Fax Board Replacements, and Miscellaneous Copying Supplies)	<u>4,000</u>	<u>Ea</u>	<u>\$1.00</u>	<u>\$4,000.00</u>
<b>007</b>	Relocation of copiers/components within a DMH Facility	<u>12</u>	<u>Per Move</u>	<u>\$</u>	<u>\$</u>
<b>008</b>	Relocation of copiers/components to another DMH Facility within a ten (10) mile radius of original install location	<u>5</u>	<u>Per Move</u>	<u>\$</u>	<u>_____</u>
<b>TOTAL CONTRACT AMOUNT</b>					<u>\$</u> _____

**BASE YEAR**

\_\_\_\_\_  
 Print Name of Vendor

\_\_\_\_\_  
 Print Name of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title of Authorized Official

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

B.5 Pricing Schedule- Part II	SOLICITATION # RM-12-RFP-050-BY4-TLW MAINTENANCE AND REPAIR OF MONOCHROMATIC (B/W) AND COLOR COPIERS				
Contract Line Item Numbers	<u>Item Description:</u>  The Vendor shall provide Scheduled Routine Monthly Maintenance, Repair Services and Emergency Repair Services on Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities and are installed in various offices throughout the Department of Mental Health.  <b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Years.</b>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
001	Monthly Maintenance Services on Sixty Two (62) Monochromatic (B/W) Copiers. Monthly Volume to include up to 900,000 copies.	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
002	Excess Monthly Per Copy Charges for Monochromatic (B/W) Copies exceeding 900,000.	<u>90,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
003	Monthly Maintenance Services on Eleven (11) Color Copiers. Monthly volume to include up to 80,000 copies	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
004	Excess Monthly per copy charges for Color Copies exceeding 80,000 per month	<u>8,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
005	Hourly Charge for Emergency Repair Services	<u>50</u>	<u>Per Hour</u>	\$ _____	\$ _____

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

006	Miscellaneous Parts and Services (including but not limited to Fax Board Replacements, and Miscellaneous Copying Supplies)	<u>4,000</u>		<u>\$1.00</u>	<u>\$4,000.00</u>
007	Relocation of copiers/components within a DMH Facility	<u>12</u>	<u>Per Move</u>	<u>\$</u>	<u>\$</u>
008	Relocation of copiers/components to another DMH Facility within a ten (10) mile radius of original install location	<u>5</u>	<u>Per Move</u>	<u>\$</u>	<u>\$</u>
<b>TOTAL CONTRACT VALUE</b>					<u>\$</u>

**OPTION YEAR ONE**

\_\_\_\_\_  
Print Name of Vendor

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

B.5 Pricing Schedule- Part II	SOLICITATION # RM-12-RFP-050-BY4-TLW MAINTENANCE AND REPAIR OF MONOCHROMATIC (B/W) AND COLOR COPIERS				
Contract Line Item Numbers	<u>Item Description:</u>  The Vendor shall provide Scheduled Routine Monthly Maintenance, Repair Services and Emergency Repair Services on Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities and are installed in various offices throughout the Department of Mental Health.  <b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Years.</b>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
001	Monthly Maintenance Services on Sixty Two (62) Monochromatic (B/W) Copiers. Monthly Volume to include up to 900,000 copies.	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
002	Excess Monthly Per Copy Charges for Monochromatic (B/W) Copies exceeding 900,000.	<u>90,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
003	Monthly Maintenance Services on Eleven (11) Color Copiers. Monthly volume to include up to 80,000 copies	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
004	Excess Monthly per copy charges for Color Copies exceeding 80,000 per month	<u>8,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
005	Hourly Charge for Emergency Repair Services	<u>50</u>	<u>Per Hour</u>	\$ _____	\$ _____

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

006	Miscellaneous Parts and Services (including but not limited to Fax Board Replacements, and Miscellaneous Copying Supplies	<u>4,00</u> <u>0</u>	<u>        </u>	<u>\$1.00</u>	<u>\$4,000.0</u> <u>0</u>
007	Relocation of copiers/components within a DMH Facility	<u>12</u>	<b>Per Move</b>	<u>\$        </u>	<u>\$        </u>
008	Relocation of copiers/components to another DMH Facility within a ten (10) mile radius of original install location	<u>5</u>	<b>Per Move</b>	<u>\$        </u>	<u>\$        </u>
<b>TOTAL CONTRACT AMOUNT</b>					<u>\$        </u>

**OPTION YEAR TWO**

\_\_\_\_\_  
Print Name of Vendor

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

B.5 Pricing Schedule- Part II	SOLICITATION # RM-12-RFP-050-BY4-TLW MAINTENANCE AND REPAIR OF MONOCHROMATIC (B/W) AND COLOR COPIERS				
Contract Line Item Numbers	<u>Item Description:</u>  The Vendor shall provide Scheduled Routine Monthly Maintenance, Repair Services and Emergency Repair Services on Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities and are installed in various offices throughout the Department of Mental Health.  <b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Years.</b>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
001	Monthly Maintenance Services on Sixty Two (62) Monochromatic (B/W) Copiers. Monthly Volume to include up to 900,000 copies.	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
002	Excess Monthly Per Copy Charges for Monochromatic (B/W) Copies exceeding 900,000.	<u>90,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
003	Monthly Maintenance Services on Eleven (11) Color Copiers. Monthly volume to include up to 80,000 copies	<u>12</u>	<u>Monthly</u>	\$ _____	\$ _____
004	Excess Monthly per copy charges for Color Copies exceeding 80,000 per month	<u>8,000</u>	<u>Per Copy</u>	\$ _____	\$ _____
005	Hourly Charge for Emergency Repair Services	<u>50</u>	<u>Per Hour</u>	\$ _____	\$ _____

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

006	Miscellaneous Parts and Services (including but not limited to Fax Board Replacements, and Miscellaneous Copying Supplies)	<u>4,000</u>	<u>          </u>	<u>\$1.00</u>	<u>\$4,000.00</u>
007	Relocation of copiers/components within a DMH Facility	<u>12</u>	<u>Per Move</u>	<u>\$          </u>	<u>\$          </u>
008	Relocation of copiers/components to another DMH Facility within a ten (10) mile radius of original install location	<u>5</u>	<u>Per Move</u>	<u>\$          </u>	<u>\$          </u>
<b>TOTAL CONTRACT AMOUNT</b>					<u>\$          </u>

**OPTION YEAR THREE**

\_\_\_\_\_  
Print Name of Vendor

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

<p><b>B.5 Pricing Schedule- Part II</b></p>	<p><b>SOLICITATION # RM-12-RFP-050-BY4-TLW MAINTENANCE AND REPAIR OF MONOCHROMATIC (B/W) AND COLOR COPIERS</b></p>					
<p><b>Contract Line Item Numbers</b></p>	<p><b><u>Item Description:</u></b>  The Vendor shall provide Scheduled Routine Monthly Maintenance, Repair Services and Emergency Repair Services on Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities and are installed in various offices throughout the Department of Mental Health.  <b>The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Years.</b></p>	<p><b><u>QTY</u></b></p>	<p><b><u>UNIT</u></b></p>	<p><b><u>UNIT PRICE</u></b></p>	<p><b><u>EXTENDED PRICE</u></b></p>	
<p><b>001</b></p>	<p>Monthly Maintenance Services on Sixty Two (62) Monochromatic (B/W) Copiers. Monthly Volume to include up to 900,000 copies.</p>	<p><u>12</u></p>	<p>Monthly</p>	<p>\$ _____</p>	<p>\$ _____</p>	
<p><b>002</b></p>	<p>Excess Monthly Per Copy Charges for Monochromatic (B/W) Copies exceeding 900,000.</p>	<p><u>90,000</u></p>	<p>Per Copy</p>	<p>\$ _____</p>	<p>\$ _____</p>	
<p><b>003</b></p>	<p>Monthly Maintenance Services on Eleven (11) Color Copiers. Monthly volume to include up to 80,000 copies</p>	<p><u>12</u></p>	<p>Monthly</p>	<p>\$ _____</p>	<p>\$ _____</p>	
<p><b>004</b></p>	<p>Excess Monthly per copy charges for Color Copies exceeding 80,000 per month</p>	<p><u>8,000</u></p>	<p>Per Copy</p>	<p>\$ _____</p>	<p>\$ _____</p>	
<p><b>005</b></p>	<p>Hourly Charge for Emergency Repair Services</p>	<p><u>50</u></p>	<p>Per Hour</p>	<p>\$ _____</p>	<p>\$ _____</p>	

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

006	Miscellaneous Parts and Services (including but not limited to Fax Board Replacements, and Miscellaneous Copying Supplies)	<u>4,000</u>	<u>      </u>	<u>\$1.00</u>	<u>\$4,000.0</u>
007	Relocation of copiers/components within a DMH Facility	<u>12</u>	<u>Per Move</u>	<u>\$      </u>	<u>\$      </u>
008	Relocation of copiers/components to another DMH Facility within a ten (10) mile radius of original install location	<u>5</u>	<u>Per Move</u>	<u>\$      </u>	<u>      </u>
<b>TOTAL CONTRACT VALUE</b>					<u>\$      </u>

**OPTION YEAR FOUR**

\_\_\_\_\_  
Print Name of Vendor

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

**\*\*\*END OF SECTION B, PART II –  
SCHEDULED ROUTINE AND EMERGENCY MAINTENANCE\*\*\***

**PART I – THE SCHEDULE**

**SECTION C: PART I – LEASING CONTRACT**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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## **PART I – THE SCHEDULE**

### **SECTION C - PART I - LEASE**

#### **DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

#### **C. GENERAL REQUIREMENTS FOR THE LEASING CONTRACT:**

The Contractor shall replace the existing aging photo copying equipment with Current Year, New Technology, Energy Efficient, Commercial Grade Photo Copier Equipment and Accessories, where required, for Lease to various offices within the District of Columbia Department of Mental Health (DMH).

#### **C.1 LEASE SCOPE OF SERVICES**

##### **C.1.1 RESPONSIBILITY OF CONTRACTOR:**

The Contractor shall:

C.1.1.1 Provide and Install new 2012 Latest Technology Multifunctional Copiers to replace the existing copiers installed throughout DMH under a non-ownership acquisition arrangement desirous of the District of Columbia.

C.1.1.2 The Contractor shall deliver and fully install ninety percent 90% of copiers, as required by this Contract, to specific locations, which shall be identified, in writing, by the Chief Information Officer/COTR with a time frame to be determined at the time of award. All remaining copiers shall be fully installed on a date certain to be determined at Contract award.

Tutorials for all copiers installed must be provided to staff on a date to be determined upon Contract award.

C.1.1.3 Provide equipment with robust performance that delivers consistent and reliable performance at the existing and/or increased monthly volumes.

C.1.1.4 Provide a product solution that delivers robust connectivity for embedded scanning and faxing capabilities across the enterprise for both email and desktop destinations.

C.1.1.5 Centralize all locations and provide DMH accessible centralized copier management platform.

C.1.1.6 Provide the Latest Technology to interface with future document management solutions;

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LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS**

- C.1.1.7 Provide a product solutions that has a straight paper path with minimal page movement.
  - C.1.1.8 Provide a product with reliable two (2) and three (3) hole punch capability, both manually and on-line.
  - C.1.1.9 Provide equipment configurations that shall support saddle stitch finishing (booklet making); perfect binding finishing, spiral binding, and insertion capability for in house production
  - C.1.1.10 Secure the equipment perimeter with secure print, secure mailbox and removable hard drive accessibility.
  - C.1.1.11 Provide routine maintenance to each machine once each month to minimize multiple service calls.
  - C.1.1.12 Provide a product solution to include on-line network connectivity.
  - C.1.1.13 Provide convenient, user friendly products with high volume solutions.
  - C.1.1.14 Minimize/reduce multiple peripherals..
  - C.1.1.15 Production equipment that shall allow flexibility in house for deadlines and controlling costs;
  - C.1.1.16 Provide copiers that must to be able to provide Secure Printing, Scanning and Faxing in order to provide HIPPA and 508 Compliance.
  - C.1.1.17 Provide a fleet that shall leverage enterprise solutions software functions for dual capability to:
    - 1. View machines
    - 2. Track image usage
    - 3. Track meters
    - 4. Troubleshoot
    - 5. Alert users via e-mail upon exceeding limits
    - 6. Separate data by user, department, I.D.s and data range
    - 7. Manage performance across the network even on different subnets
- This data must be exported and imported into spreadsheets and shall reduce the overhead responsibilities to the Information Technology Department.
- C.1.1.18 Provide product uniformity throughout the departments providing key operators the same machine interface regardless of product and location.

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

C.1.1.19 Provide fleet solution that shall secure the equipment perimeter with secure print secure scanning, secure mailbox, and removable hard drives accessibility.

C.1.1.20 Centralize the installation and initial/follow-up training of various peripherals and contain cost by:

1. Reduce all numbers of IT peripherals and attachments
2. One central Contract for leasing
3. One time User Training in a "Train the Trainer" format
4. Monthly Utilization Reports
5. Monthly Service/Mean Time to Repair (MTTR)
6. Web-Based Vendor Help desk to track status of open service tickets.
7. No blackout days
8. Provide an average 4 hour MTTR or be subject to financial penalties
9. Usage Controls – quotas, restrictions on printing color vs. B/W, etc.

C.1.1.21 Provide initial and follow up training of the various equipment products.

C.1.1.22 Contractor shall provide and agree upon twenty five (25) no cost copier relocations.

**C.2 DMH LEASE RESPONSIBILITIES**

DMH agrees to:

C.2.1.1 Prepare the installation site according to the Contractor's instruction;

C.2.1.2 Provide suitable electrical service and space for the equipment, as outlined in the product specifications;

C.2.1.3 Provide sufficient space for the storage of parts and supplies kept on DMH Premises;

C.2.1.4 Make no alterations or place attachments on the equipment without the Contractor's prior written permission;

C.2.1.5 Provide the Contractor with access to the copiers installed at the Five (5) DMH facilities as follows:

1. 64 New York Ave., NE Washington, DC 20002  
Monday through Friday from 8:00 AM until 5:00 PM;
2. 35 K St., NE Washington, DC 20002  
Monday through Friday from 8:30 AM until 5:00 PM  
Saturdays from 9:00 AM until 2:00 PM

3. 821 Howard Rd., SE Washington, DC 20020  
Monday through Friday from 8:30 AM – 5:00 PM
4. 1905 E Street, SE Washington, DC 20003 (Grounds of DC General Hospital)  
Monday through Friday from 8:30 AM – 5:00 PM
5. Saint Elizabeths Hospital – 1100 Alabama Ave., SE Washington, DC 20032  
Monday through Friday 8:00 AM – 5:00 PM.

C.2.1.6 Permit only authorized personnel to service the equipment

C.2.1.7 Use only authorized supplies such as toner , staples and other supplies which, in the Contractor's opinion, shall not cause equipment damage or excessive service requests or effect the equipment's ability to satisfy DMH performance specifications.

### **C.3 STANDARD OF PERFORMANCE**

C.3.1 The Contractor shall, at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Contract; shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this Contract.

### **C.4 ADVERTISING AND PUBLICITY**

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

### **C.5 PERIOD OF LEASE AGREEMENT**

Any lease executed by DMH shall be on the basis that the known requirements not exceed the initial leasing term of twelve (12) months or for the remainder of a fiscal year. Due to funding constraints, however, DMH cannot commit to a longer term at the commencement of this lease. DMH intends to issue a Contract funded by annual (Fiscal Year) appropriations. The Contract's Initial Base Period and Option Periods cannot exceed a twelve (12) month period. The award of a Contract under the lease shall not be deemed to obligate DMH to future fiscal year funds or otherwise to commit DMH to exercise an option. DMH fully intends to exercise its annual option to renew for Four (4) One Year Renewal Periods unless (a) it cannot do so as a result of lack of Fiscal Funding or (b) it exercises its rights to Terminate due to a lack of adequate and/or poor performance as specified in Section E.3 of this Contract. In the event of partial lack of

Fiscal Funding, DMH shall exercise the corresponding One Year Renewal Option to the extent possible, based on the funding available. The lease shall automatically terminate on September 30 of each year. However, the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall notify the Contractor in writing Thirty (30) Calendar Days prior to the expiration of DMH's Intent to Renew/Exercise Option Period with appropriate Fiscal Funding. Such notice to renew shall not bind DMH, The Director, Contracts and Procurement/Agency Chief Contracting Officer shall notify the Contractor in writing that appropriate funds are not available.

**C.6 TERMINATION FOR NON APPROPRIATION OF FUNDS**

C.6.1 DMH reasonably believes that the bona fide need shall exist for the entire lease term and corresponding funds in an amount sufficient to make all payments for the lease term shall be available; therefore, it is unlikely that the Contract shall terminate prior to the full lease term. DMH may terminate the Contract, including equipment leases and the Contractor's service obligations under the Contract for all equipment during the lease term thereof, effective as of the commencement of any of its Fiscal Year provided that DMH has requested funding for such Fiscal Year in the appropriate amount to support the required payments for Equipment Leasing under the Contract. Nevertheless, DMH may cancel or not Exercise an Option if:

C.6.1.1 It no longer has a bona fide need for the equipment based upon a reorganization, consolidation and/or elimination of DMH as an Agency in the District of Columbia that would result in the elimination of adequate funding; and/or

C.6.1.2 There is a continuing need, but adequate funds have not been made available in an amount sufficient to continue to make the lease payments. If this occurs, The Director, Contracts and Procurement/Agency Chief Contracting Officer shall promptly notify the Contractor and the Contract shall be cancelled at the end of the last fiscal year for which funds were appropriated. Substantiation to support a cancellation for Non-appropriation shall be provided to the Contractor upon request

C.6.1.3 There is unsatisfactory performance under this Contract.

**C.7 EXPIRATION OF LEASE TERM/TERMINATION**

C.7.1 Upon the expiration of the Lease term, DMH shall make the equipment available to the Contractor unless DMH, by thirty (30) days written notice, elects either;

C.7.1.1 To purchase the equipment for the residual value of the equipment; or

C.7.1.2 To renew the Contract. To compute the Lease payment, the residual value from the preceding lease shall be the initial value of the leased equipment. A new residual value shall be negotiated for the renewal lease and new lease payments

C.7.2 The Chief Information Officer or Designee and the Contractor shall conduct a joint

inspection of the equipment within Thirty (30) days of a Termination notice or Thirty (30) days prior to the Expiration of the Contract. All claims, if the condition of the equipment exceeds normal wear and tear, must be made within One Hundred Twenty (120) days after the inspection date. All claims shall be in written form and shall specifically identify the damage and repair cost of each piece of equipment.

**C.8 DELIVERY, INSTALLATION, REMOVAL AND RETURN OF EQUIPMENT**

- C.8.1 All equipment shall be delivered to DMH designated locations, installed by the Contractor or the Contractor's authorized representative at no cost to DMH.
- C.8.2 If a copier is not fully operational at the time of initial installation, the Director/ACCO may require the Contractor to provide an immediate replacement copier. A fully operational copier that can satisfactorily perform all the performance functions applicable to the original copier. The Director/ACCO shall review all claims and make a determination. Should the Director/ACCO deny a claim in whole or part, the Contractor has the right to appeal under the Dispute Clause.
- C.8.3 In recognition of the types of products and the potential adverse impact on the DMH mission, DMH possession and unrestricted use of the equipment shall not be disturbed or removed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The assignment, sale, bankruptcy or other transfer of the leased equipment by the Contractor shall not relieve the Contractor of its obligations to DMH, and shall not change DMH's duties or increase the burdens or risks imposed on DMH. This clause does not in any way prohibit DMH from terminating this Contract in whole or in part for default under the Default Clause cited in this Contract.
- C.8.4 Thirty (30) days after the date of expiration or termination of the Contract, the Contractor shall, at its own risk, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor's facility nearest the DMH location, in the same condition as when delivered, ordinary wear and tear excepted. DMH agrees to reimburse the Contractor for de-installation and shipping, if the Contract is terminated for the Convenience.

**C.9 UNAUTHORIZED ATTACHMENTS AND ACCESSORIES**

- C.9.1 Without prior written consent, DMH agrees not to move, alter, modify nor install attachments or accessories to the equipment. Any such action, which in the Contractor's judgment, results in a service call is billable and DMH shall be responsible for any damages sustained to the equipment.

**C.10 TITLE**

During the Contract term, the equipment shall always remain the property of the Contractor. DMH has no right or interest in the equipment except as provided in this Contract and shall hold

the equipment subject and subordinate to the rights of the Contractor. If Title of the equipment, which is to be leased under the Contract with DMH, shall be assigned by the Contractor's affiliate which shall invoice DMH for all lease charges, the Contractor shall remain responsible for all of its obligations under the Contract, notwithstanding such assignment and shall separately invoice DMH for all service charges.

**C.11 RISK OR LOSS OF DAMAGE**

DMH shall be relieved from all risk of loss or damage to the equipment during periods of transportation and installation. While the equipment is in the possession of DMH, DMH shall assume responsibility for loss or damage to the equipment, except when loss or damage is due or caused by the fault, negligence or willful act of the Contractor. DMH shall assume risk of loss or damage to the equipment during the relocation if performed by DMH. The Contractor shall assume risk of loss or damage to the equipment during relocation if performed by the Contractor.

**C.12 LIABILITY**

While the equipment is in the possession of DMH, DMH shall assume liability for loss or damage to the equipment, except when loss or damage is caused by the fault, negligence or willful act of the Contractor. DMH shall assume liability of the equipment during relocation if performed by DMH. The Contractor shall assume liability of the equipment during relocation if performed by the Contractor.

**C.13 MAINTENANCE SUPPORT SERVICE**

C.13.1 All equipment shall be serviced and maintained by the Contractor in a fully operational condition without additional expense to DMH, except for repairs, replacements and maintenance necessitated by the accident, misuse or negligence of DMH. If repair or replacement is not accomplished with the established specified time frames, DMH shall be entitled to a Credit against the monthly billing for that particular equipment.

C.13.2 The Contractor shall submit to the COTR within Two (2) weeks after Contract award, a list of the names, addresses and phone numbers of authorized dealers responsible to the Contractor who may be contacted by a DMH authorized representative for repair and maintenance of the equipment. Only those dealers listed may render service, unless the list is subsequently modified by mutual agreement between the Contractor and the Contracting Officer, to add or delete dealers.

C.13.3 The Contractor shall respond to all telephone communications along with all written and electronic requests for Service Calls during normal working hours from 8:00 AM to 5:00 PM Monday through Friday (excluding Saturday, Sunday and Holidays observed by DMH). The Contractor shall respond to Service Calls within an average of Two (2) working hours from the time that the Service Call is placed with the Dispatch Center. However, all Service Calls placed for copiers identified and designated as critical, which are all high volume copier models, the Contractor shall respond to verbal requests for

Service Calls within an average of Two (2) working hours. The Contractor's response time on a Service Call starts when the Contractor receives and acknowledges calls from authorized personnel of DMH. A list of DMH personnel shall be provided to the Contractor within One (1) week after Contract award.

- C.13.4 The Contractor shall have backup and replacement copiers available, **with no exceptions**, to support each copier that is designated as critical. Backup copiers are those copiers those copiers that are temporarily installed. Replacement copiers are those copiers that are installed in place of a malfunctioning copier and that are intended to remain in place for the remainder of the Contract period. When a copier cannot be repaired within Twenty Four (24) working hours, the Director/ACCO may require the Contractor to provide a backup copier. The Contractor shall deliver backup copiers within Eight (8) working hours of DMH authorized personnel notifying the Contractor that a backup copier is required. Backup copiers must equal or exceed the capabilities of the copier being replaced. The Contractor's charges for use of the backup copier shall be identified to the charges for use of the original copier being replaced. If agreed to by the Director/ACCO, the backup copier may be used as the replacement copier.
- C.13.5 The Contractor shall have qualified management, service technicians and delivery personnel in sufficient numbers to service and support the equipment under the Contract within the specified response times. Failure to maintain sufficient qualified personnel to meet the required response times may result in Termination for Default. The Contractor shall designate and identify a program/project manager who is authorized to make decisions to ensure that the Contract implementation and day to day operation is efficient and effective. The Contractor shall provide to the COTR in writing within One (1) week after the Contract award, the names and numbers of employees that shall have principal responsibility to provide support to DMH (e.g. program/ project managers; key customer service representatives, dispatchers and service technicians).
- C.13.6 The Contractor shall have parts and supplies in sufficient quantities to service the equipment under this Contract. The Contractor shall have a delivery system capable of delivery even under extreme emergency conditions.
- C.13.7 The Contractor shall provide, at a minimum, monthly service calls as a preventative maintenance service to ensure that each copier furnished under this Contract is maintained in fully operational condition. However, intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

#### **C.14 MONTHLY EFFECTIVENESS LEVEL (MEL)**

- C.14.1 Each copier furnished under this Contract shall perform at a 90 percent or higher MEL. The MEL percentage shall be calculated as follows:  $MEL = [(total\ monthly\ production\ period\ in\ hours) - (total\ number\ of\ copier\ down\ time\ hours\ over\ the\ monthly\ production\ period)] \div (total\ monthly\ production\ period\ in\ hours) \times 100$ .

C.14.2 The total monthly production period in hours shall be calculated by multiplying eight (8) Hours per day times the number of working days in the month (weekend and District holidays excluded). The total number of copier downtime hours over the monthly production period shall be calculated as the number of minutes the copier was down (unable to perform one or more of its specified functions (during the monthly production period, divided by 60.)

**C.15 CREDIT**

C.15.1 Failure of any copier to achieve a MEL of Ninety (90) percent or higher shall entitle DMH to unilaterally take Credit against the monthly billing for that particular copier. The Credit shall be calculated as the difference between One Hundred (100) percent and the achieved MEL percent times the maximum monthly charge. In any month in which the MEL is less than Ninety (90) per cent, DMH shall not be responsible for paying any charge for lack of monthly volume. If the MEL is Ninety (90) percent or higher, no credit shall be taken by DMH.

C.15.2 The Credit Calculations:

- (a) If a copier was down for Twelve Hundred (1,200) minutes in a month which had a total monthly production period of Twenty One (21) Days and the monthly rental charge was Three Hundred (\$300.00) Dollars, DMH unilateral credit against the monthly billing would be calculated as follows:
1. Total monthly production hours: Twenty One (21) Days times Eight (8) Hours equals One Hundred Sixty Eight (168) Production Hours;
  2. Total number of copier down time hours over the monthly production period: Twelve Hundred Minutes divided by Sixty (60) Hours equals Twenty (20) Hours;
  3. MEL Percent: [(One Hundred Sixty Eight (168) Monthly Production Hours minus Twenty (20) Hours Down-Time equals One Hundred Forty Eight (148) Hours, divided by One Hundred Sixty Eight (168) Monthly Production Hours equals Eighty Eight Point Zero Nine Five (88.095) Percent
  4. Credit Percentage Taken: One Hundred Percent(100%) minus Eighty Eight Point Zero Nine Five Percent (88.095% equals Eleven Point Nine Zero Five Percent (11.905%).
  5. DMH Credit: Eleven Point Nine Zero Five Percent (11.905% of Three Hundred (\$300.00) Dollars equals Thirty Five Dollars and Seventy Two Cents (\$35.72).

C.15.3 If a copier operates at less than a Ninety (90) percent MEL for any month, the Director/ACCO may require the Contractor to replace the copier with a new replacement copier and DMH reserves the unilateral right to take the Credit against any outstanding invoices.

- C.15.4 However, in lieu of requiring a replacement of the copier, the Director/ACCO may require the Contractor's authorized representative to certify (e.g. on a repair record) that sufficient maintenance has been performed to ensure a Ninety (90) percent or higher MEL. If the Director/ACCO exercises this option, DMH has the unilateral right to take the Credit against the monthly billing. If after certification, the copier operates at less than Ninety (90) percent MEL for the following month, the Contractor shall replace the copier with a brand new copier or a like unit replacement being of equal or better capabilities and of a newer age as the unit that is being replaced, while being in a condition to meet the requirements as set forth under the Contract.
- C.15.5 If the MEL is less than Ninety (90) percent for three (3) consecutive months, the Director/ACCO may require the Contractor to replace the equipment or terminate the equipment from the Contract with no termination or removal charges being assessed to the Government.
- C.16 THERE SHALL BE AN OPTIONAL PRE-BID CONFERENCE HELD ON THURSDAY, MAY 3, 2012 FROM 11:00 AM UNTIL 12:00 NOON AT THE DEPARTMENT OF MENTAL HEALTH LOCATED AT 609 H STREET, NE WASHINGTON, DC 20012 IN THE FIFTH (5TH) FLOOR TRAINING ROOM, #513. ALL PROSPECTIVE BIDDERS ARE INVITED TO ATTEND.**

**\*\*\* END OF SECTION C PART I – LEASING SCOPE OF WORK \*\*\***

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**SECTION C: PART II – MAINTENANCE**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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**PART II - THE SCHEDULE**

**SECTION C- PART II – ROUTINE AND EMERGENCY MAINTENANCE:**

**DESCRIPTION/SPECIFIC WORK/WORK STATEMENT**

**C.1 GENERAL REQUIREMENTS FOR ROUTINE AND EMERGENCY MAINTENANCE SERVICES**

**C.1.1 PREVENTATIVE AND ROUTINE MAINTENANCE SCOPE OF SERVICES**

The Government of the District of Columbia, Department of Mental Health (DMH), Office of Contracting and Procurement Services is seeking a qualified Contractor to provide Scheduled Routine Maintenance, and Emergency Maintenance and Repair Services to Sixty Two (62), Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic(Black and White) Multifunctional leased Copiers and Eleven (11) Current Year (2012), Energy Efficient, Commercial Grade, Full Color, Multifunctional leased Copiers, equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities for the various offices throughout the Department of Mental Health. In addition, the copiers shall have varying production capabilities, capacities, configurations and components based on the needs of the various offices within the DMH.

**C.1.2 RESPONSIBILITY OF CONTRACTOR FOR SCHEDULED ROUTINE, PREVENTIVE AND EMERGENCY MAINTENANCE SERVICES**

C.1.3 The Contractor shall provide Scheduled Routine Maintenance and Repair Services to the Sixty Two (62) Energy Efficient, Commercial Grade, Monochromatic (B/W) Multifunctional Copiers and the Eleven (11) Energy Efficient, Commercial Grade, Multifunctional Full Color copiers installed in various offices throughout the DMH.

C.1.4 The Contractor shall provide as needed Emergency Maintenance Services to the Sixty Two (62) Energy Efficient, Commercial Grade, Monochromatic (Black and White) Multifunctional Copiers and Eleven (11) Energy Efficient, Commercial Grade, Multifunctional Full Color Copiers in various offices throughout the DMH.

C.1.5 All Scheduled Routine and Emergency Maintenance Services shall be provided to the various DMH facilities during the schedules listed below.

64 New York Ave., NE Washington, DC 20002  
Monday through Friday from 8:30 AM until 6:00 PM;

1. 35 K St., NE Washington, DC 20002  
Monday through Friday from 8:30 AM until 5:00 PM  
Saturday from 9:00 AM until 2:00 PM

LEASING AND MAINTENANCE OF MONOCHROMATIC AND FULL COLOR COPIERS

2. 821 Howard Rd., SE Washington, DC 20020  
Monday through Friday from 8:30 AM until PM
3. 1905 E Street, SE Washington, DC 20003(Grounds of DC General Hospital)  
Monday through Friday from 8:00 AM until 5:00 PM
4. Saint Elizabeths Hospital – 1100 Alabama Ave., SE Washington, DC 20032  
Monday through Friday from 8:00 AM until 5:00 PM

The Contractor shall respond to all Service Calls within an average of Two (2) Working Hours from the time that the service call is placed to the Dispatch Center.

C.1.6 For all Service Calls placed for copiers identified and designated as Critical, which are all High Volume Copier Models, the Contractor shall respond to verbal requests from the Authorized DC Government IT Service Representative within an average of One (1) Working Hour. The Contractor's response time on all Service Calls starts when the Contractor receives and acknowledges the service request from authorized personnel of DMH. A list of Authorized DMH Personnel shall be provided to the Contractor within One (1) week after Contract award.

**C.2 STANDARD OF PERFORMANCE**

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

**C.3 ADVERTISING AND PUBLICITY**

Unless granted prior, express, written authority by the Director/ACCO, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; nor use or release information, photographs or other depictions obtained as a result of the performance of services under this Contract, for publication, advertising or financial benefit.

**C.4 CONFIDENTIALITY**

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

**C.5 RIGHTS IN DATA**

C.5.1 Any data first produced in the performance of this contract shall be the sole property of the DMH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this Contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.5.2 The Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public.

DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

**C.6 SPECIFIC REQUIREMENTS/QUALIFICATIONS**

C.6.1 Each Service Technicians assigned to this Contract shall have an Expert Maintenance and Repair Skills and Knowledge Base and Current Work Knowledge about the type of copiers leased and installed in the DMH.

C.6.2 Each Service Technician assigned to this Contract shall have a minimum of Two (2) Years Hands-On Experience in providing Direct Maintenance/Repair Services on the brand and models of copiers installed in the DMH.

C.6.3 Each Service Technician assigned to this Contract shall have all required certifications and formal instruction in the Maintenance and Repair of the Brand of copiers leased by the DMH in order not to jeopardize the terms of the DMH Lease Agreement and/or Warranty Agreement on the Copiers and their Components.

**C.7 UNAUTHORIZED ATTACHMENTS AND ACCESSORIES**

C7.1 Without prior written consent, DMH agrees not to move, alter, modify nor install attachments or accessories to the equipment. Any such action, which in the Vendor's judgment, results in a service call is billable and shall not be considered a Scheduled, Routine, On-Call or Emergency Maintenance service call. DMH shall be responsible for any repair costs associated with the unauthorized attachment and/or accessories.

**C.8 MOVEMENT OF EQUIPMENT**

- C.8.1 Equipment lease under this Contract shall not be moved from the general location in which it was installed, except in an emergency, unless DMH has notified the Lessor in writing Fourteen (14) Days in advance of a move taking place. Upon receipt of written approval from the Lessor the DMH End User of the copier shall be notified by the Contract COTR that the move has been approved and Authorized and the copier may be relocated.
- C.8.2 The Vendor shall assume all responsibility for loss or damage to the copier or component during relocation if the relocation is performed by the Vendor.

**\*\*\*END OF SECTION C, PART II –  
SCHEDULED ROUTINE AND EMERGENCY MAINTENANCE\*\*\***

**PART 1 – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

- D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1. (See **Internet Link Below.**)

**[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)** (To open, “right click on mouse,” select “open Hyperlink and select “OK.”)

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

**\*\*\* END OF SCHEDULE D \*\*\***

**PART 1 – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**PART 1 - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

- E.1** References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4. (See Internet Link Below.)

**[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)** (To open, "right click on mouse," select "open hyperlink and select "OK.")

**\*\*\* END OF SCHEDULE E \*\*\***

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**F.1 PERIOD OF PERFORMANCE**

- F.1.1 Performance under each component of this Contract (Leasing Services and Maintenance Services) shall be in accordance with the Terms and Conditions set forth herein and by any modifications made thereto. The Period of Performance under this Contract for each component (Leasing and Maintenance) shall be as indicated on the Schedule B Pricing Schedule (B4 Part I and B-4 Part II) for each component shall be for a Period of One Year from Date of Award (Base Year) with Four (4) One Year Options. DMH fully intends to exercise its annual Option to Renew for Four (4) One Year Option Periods unless (a) it cannot do so as a result of lack of Fiscal Funding or (b) it exercises its rights to terminate due to the lack of adequate performance as specified in Standard Contract Provisions (See link in Section E, page 61). In the event of partial lack of Fiscal Funding, DMH shall exercise its corresponding One Year Option renewal to the extent possible based on the funding available.
- F.1.2 The total duration of this Total Contract, including the Exercise of any Option Periods under this Clause, shall not exceed Five (5) years.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- F.2.1 The District shall extend the term of this Contract for a period of Four (4) One Year Option Periods, or successive fractions thereof, by written notice to the before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary written notice does not commit the District to an extension. The Exercise of the Option Period of a Contract is at the sole and absolute discretion of DMH based upon the satisfactory performance of the Contractor by their being in full compliance with the Scope of Work, along with the Terms/Conditions of the Contract and is subject to the availability of funds at the time of the Exercising of the Option Period. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to the expiration of the Contract.
- F.2.2 If the District exercises this Option, the extended Contract shall be considered to include this Option Period provision.
- F.2.3 The price for the Option Period shall be as specified in each Section B 4, (B-4 Part I and B-4 Part II) of the Contract.

**F.3 DELIVERY OF DELIVERABLES**

- F.3.1 The Contractor shall provide Sixty Two (62) Current Year (2012), Energy Efficient, Commercial Grade, Monochromatic (B/W) Multifunctional Copiers and, Eleven (11) Current Year (2012) Energy Efficient, Commercial Grade, Full Color Multifunctional Copiers equipped with the Latest Technology, Network Copying, Printing, Scanning and Fax Boards for faxing capabilities. Equipment of varying capabilities and capacities shall be required for the different offices within DMH based on the copying, printing, scanning and

faxing requirements of the various locations. In addition, the Contractor shall provide Scheduled Routine, and Emergency Maintenance Services, Copier Relocation Services and specific supplies required for the operation of the copiers.

- F.3.2 Refer to Section C - Part I (Leasing) - C.1.1.1 through C.1.1.23 and Section C – Part II (Scheduled Routine and Emergency Maintenance Services) C.1 – C.1.6 of this Contract.
- F.3.3 The Contractor shall make available all records, reports and any other data and equipment information requested by DMH via paper or electronically.
- F.3.4 When providing all Maintenance and Repair Services, the Contractor shall complete a job ticket provided by DMH shall include the following information. The Original Job Ticket shall remain with the Authorized DMH Service Contact Staff Person.
  - 1. Time of arrival
  - 2. Description of equipment problem
  - 3. Estimate of repair time if additional parts are needed to complete the repair
  - 4. Time of completion of services
  - 5. Signature and date of DMH repair contact

**\*\*\*END OF SCHEDULE F \*\*\***

**PART I – THE SCHEDULE**

**SECTION G**

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## SECTION G: CONTRACT ADMINISTRATION DATA

### G.1 BILLING AND PAYMENT

#### G.1.1 PAYMENT

Shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

#### G.1.2 SUBMISSION OF INVOICES

The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6<sup>th</sup> Floor Washington, DC 20002 or by e-mail to [dmh.ap@dc.gov](mailto:dmh.ap@dc.gov). The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified 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 shall be corrected and resubmitted as indicated in this clause.**

#### G.1.3 CERTIFICATION OF INVOICE

Contracting Officer's Technical Representative (COTR) shall perform certification of each of the Contractor's invoices. The invoices shall be logged in by the Accounts Payable Office and forwarded to the COTR to review for accuracy and to perform certification for payment. The certified invoice shall be forwarded to the Chief Financial Officer within Five (5) working days after receipt of a satisfactory invoice.

### G.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.2.1 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.5.5.

G.2.2 No final payment shall be made to the Contractor until the agency CFO has received the Director/ACCO's 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.3 PAYMENT**

Shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

**G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.4.1 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 Contract.
- G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, 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.5 QUICK PAYMENT CLAUSE**

**G.5.1 Interest Penalties Contractors**

G.5.1.1 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.5.1.2 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.5.2 PAYMENTS TO SUBCONTRACTORS

G.5.2.1 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.5.2.2 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.5.2.3 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.5.2.4 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.5.3 SUBCONTRACTOR REQUIREMENTS

G.5.3.1 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.6 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF  
CONTRACTING OFFICER (DIRECTOR/ACCO)**

Contracts shall be entered into and signed on behalf of the DMH only by the DMH Director/ACCO. The contact information for the DMH Director/ACCO is as follows:

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

**G.7 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO**

G.7.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.

G.7.2 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 Director/ACCO.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, 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.8 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.8.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. 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.8.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.8.1.4 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.8.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.8.2 The address and telephone number of the COTR is:

Mr. Travis Woodruff  
DMH, Chief Information Officer  
609 H Street, NE – 1st Floor  
Washington, DC 20002  
Telephone: 202-671-3191  
Fax: 202-671-3511  
E-mail: [travis.woodruff@dc.gov](mailto:travis.woodruff@dc.gov)

G.8.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the Director/ACCO 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.8.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO 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.

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

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with scheduled meeting and a Notice to Cure document with a cure period of Not-to-Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of \$1,000.00 per day against the Contractor, until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under the Contract.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. In addition, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

### H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.2.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2081, dated 09/01/2010, 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 option. If the option is exercised and the Director/ACCO 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.

#### **H.4 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Director/ACCO 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.5 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 information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for the DMH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DMH with programmatic responsibility receives a request for a record maintained by the Contractor, 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 the DMH 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.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.6.1 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.6.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) 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.6.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> 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.6.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.6.5 The submission of the Contractor’s Final Request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.5.4 of this clause;  
or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.5.4 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.5.6.

H.6.6 The Director/ACCO may waive the provisions of section H.5.4 if the Director/ACCO 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 certifies 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.6.7 Upon receipt of the Contractor's Final Payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination, forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through the 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. Contracts Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this section H.5.8.

H.6.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

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

During the performance of the 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 programs and activities. See 29 U.S.C § 794 *et seq.*

#### **H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

#### **H.9 WAY TO WORK AMENDMENT ACT OF 2006**

H.9.1 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-

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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.9.2 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](http://www.ocp.dc.gov).

H.9.3 The Contractor shall include in any subcontracts 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.9.4 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](http://www.ocp.dc.gov).

H.9.5 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.9.6 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.9.7 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.9.8 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;

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- (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 provider 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.9.9 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.10 SUBCONTRACTING REQUIREMENTS**

**H.10.1 MANDATORY SUBCONTRACTING REQUIREMENTS**

H.10.1.1 A Prospective Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror Fails to submit a subcontracting plan that is required by law. 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.9.1.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.10.2 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 H.9.1. The Prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1 Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2 Statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3 Names and addresses of all proposed subcontractors who are SBEs or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.10.2.4 Name of the individual employed by the Prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5 Description of the efforts the Prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.10.2.7 Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan;
- H.10.2.8 List of the type of records the Prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the Prime Contractor shall make each record available for review upon the District's request; and
- H.10.2.9 Description of the Prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.10.3 SUBCONTRACTING PLAN COMPLIANCE REPORTING

If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the

preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

H.10.3.1 The dollar amount of the Contract or Procurement:

H.10.3.2 Brief description of the goods procured or the services contract for;

H.10.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.10.3.4 Whether the subcontractor to the Contract are currently certified business enterprises;

H.10.3.5 Dollar percentage of the Contracts awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.10.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.10.3.7 Description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 SUBCONTRACTOR STANDARDS

H.10.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.10.5.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the contracts, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

**PART II: CONTRACT CLAUSES  
SECTION I – CONTRACT CLAUSES**

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## **PART II CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (“SCP”) are incorporated as part of the Contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), Click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions” “Supplies and Services.- The Standard Provisions can also be retrieved at:

[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf).  
(Right Click on link and select “Open Hyperlink.”)

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or Consumer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclosed any such information 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 RIGHTS IN DATA**

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related

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information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I-5.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

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

With \_\_\_\_\_ (Contractor's Name); and

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

I.5.8 In addition to the rights granted in Section I-5.9 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Director/ACCO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall this Clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I-5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or

warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code, the reasonable cost of making each copy.

- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**I.6 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.7 SUBCONTRACTORS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Director/ACCO. 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 INSURANCE**

- A. GENERAL REQUIREMENTS – The Contractor shall procure and maintain, during the entire Period of Performance (POP) under Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/ACCO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required

Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Director/ACCO. 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 subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Director/ACCO 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 Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance - The Contractor shall provide evidence satisfactory to the Director/ACCO 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 Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contracts.
  2. Automobile Liability Insurance - The Contractor 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 Contractor 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.
  4. Employer's Liability Insurance - The Contractor 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 Contractor 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 subcontractors 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. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- F. NOTIFICATION - The Contractor shall immediately provide the Director/ACCO 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 Director/ACCO
- G. CERTIFICATES OF INSURANCE - The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

- H. 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.9 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.3. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

**I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any Contract in excess of \$1,000,000 shall not be binding to give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Director/ACCO.

**I.11 GOVERNING LAW**

This Contract, and any disputes arising out of or related to this Contract, shall be governed by and construed in accordance with the laws of the District of Columbia.

**I.12 ORDER OF PRECEDENCE**

The Contract awarded as a result of the RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents that are incorporated into this contract by reference and made a part of the Contract in the following order of precedence:

- (1) Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) (if appropriate)
- (2) Wage Determination
- (3) Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- (4) Sections A through M of this Contract Number **RM-12-RFP-050-BY4-TLW**
- (5) Best and Final Offer (BAFO)
- (6) Request for Proposal Submission dated **WEDNESDAY, MAY 30, 2012**.
- (7) Request for Proposal

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

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference

<b>Attachment Number</b>	<b>Document</b>
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.5	Reserved
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached)
J.7	Tax Certification Affidavit (Separately Attached)
J.8	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

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

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIVE, CERTIFICATIONS AND OTHER STATEMENTS OF THE  
CONTRACTORS**

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**SECTION K:**

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

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.7.

**K.2 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.4.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of \_\_\_\_\_

- an individual,  
 a partnership  
 a nonprofit organization, or  
 a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

- an individual  
 a joint venture, or  
 a corporation registered for business in

\_\_\_\_\_  
(Country)

**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective Sub-Contractors, prior to execution of any Contractual agreements, that the Sub-Contractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights'

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regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_ has \_\_\_ has not participated in a previous Contract or Sub-Contract subject to the Mayor's Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed Sub-Offerors. (The above representations need not be submitted in connection with Contracts or Sub-Contracts, which are exempt from the Mayor's Order.)

**K.6 WALSH-HEALY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

\_\_\_\_\_ The Offeror is a Regular Dealer.

- (d) Manufacturer

\_\_\_\_\_ The Offeror is a Manufacturer.

\_\_\_\_\_ The Offeror is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

*(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.10 BIDDER/OFFEROR CERTIFICATION FORM**

The Government of the District of Columbia legislation mandates that prior to the award of Contracts, certain documents are required. Please follow the link in Section J.9 to complete the Bidder/Offeror Certification Form and submit the completed document with your Response to this Solicitation.

**K.11 ACKNOWLEDGMENT OF AMENDMENTS**

The Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS & NOTICES TO THE S**

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

**L.1 CONTRACT AWARD**

**L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

The District intends to award a Firm Fixed Price/Indefinite Quantity Contract resulting from this solicitation to the Responsive and Responsible Offeror whose offer conforms to the solicitation in a manner that is most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 INITIAL OFFERS**

The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL ORGANIZATION AND CONTENT**

One original and Four (4) copies of the written Proposals shall be submitted in two parts, titled "**Technical Proposal**" and "**Price Proposal, Part I, Pages 4 - 28 and Part II, Pages 31 - 40**". All Technical Proposals shall be placed into an envelope and sealed with "Technical Proposal" marked on the envelope. All Price Proposals shall be placed in another separate envelope and sealed with "Price Proposal" marked on the envelope. These two envelopes shall be placed into a larger envelope, sealed and conspicuously marked "**Proposal in Response to Solicitation No. RM-12-RFP-050-BY4-TLW and**" *include your company's name*". Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or Bound. The Technical Proposal submitted Shall Not Exceed the maximum of twenty (20) pages, additional pages only for Price Proposal and supporting documentation. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and Telegraphic Proposals or Electronic Faxes Shall NOT be accepted.**

The Prospective Contractor shall respond to each factor in a way that shall allow the District to determine the best and reasonable value selection of the Prospective Contractor's response. The Prospective Contractor shall submit information in a clear concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the Technical Proposal shall facilitate the Best Value source selection for all proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1. Technical Understanding of the Requirement and Technical Approach
2. Preventive Maintenance
3. Response to Service Calls
4. Past Performance

**L.3 THERE SHALL BE AN OPTIONAL PRE-BID CONFERENCE HELD ON THURSDAY, MAY 3, 2012 FROM 11:00 AM UNTIL 12:00 NOON AT THE DEPARTMENT OF MENTAL HEALTH LOCATED AT 609 H ST., NE WASHINGTON, DC 20012 IN THE FIFTH (5<sup>TH</sup>) FLOOR TRAINING ROOM #513. ALL PROSPECTIVE BIDDERS ARE INVITED TO ATTEND.**

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

**L.4.1 Proposals must be submitted NO LATER THAN 2:00 P.M. EST ON WEDNESDAY, MAY 30, 2012.** Proposals, modifications to Proposals, 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 proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The Proposal or modification was sent by mail and it is determined by the Director/ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

**L.4.2 POSTMARKS**

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

**L.4.3 LATE MODIFICATIONS**

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

**L.4.4 LATE PROPOSALS**

A late Proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this Contract.

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a Prospective Contractor has any questions relative to this Contract, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions **No-Later-Than Seven (7)** Calendar Days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than **Seven (7)** Calendar Days before the date set for submission of the Proposal. The District shall furnish responses promptly to all other Prospective Contractors. An Amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

**Correspondence or inquiries to this solicitation or any modifications shall be addressed ONLY to:**

Samuel J. Feinberg, CCPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
609 H Street, NE, - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188 / Fax: 202-671-3395  
samuel.feinberg@dc.gov

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Offerors who include in their Proposal 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 Proposal 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.

If, however, a Contract is awarded to this 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 the Proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)”.

L.6.2 Mark each sheet of data it wishes to restrict with the following legend”

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

**L.7. PROPOSALS WITH OPTION YEARS**

RESERVED

**L.8 SIGNING OF OFFERS**

The Offeror shall sign the original Technical and Price Proposal Submissions in **BLUE INK** and print or type the name and title of the person authorized to sign the Offer in block 15,; complete blocks 13, if applicable, 14, 14A; and sign in block 15A and enter the date submitted in block 15B on Page one (1), Section A- Solicitation Offer and Award Form, of this solicitation. The Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, or a submission with either an electronic signature, 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 (e.g. Compliance Documents- Equal Opportunity Obligations; Tax Certification Affidavit; and First Source Employment Agreement) only an original signature by an authorized negotiator, **in Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

**L.9 PROPOSAL PROTESTS**

Any actual or prospective Offeror, or Contractor 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 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 at the time set for receipt of initial Proposals shall be filed with the Board prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested No Later Than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 7441 4<sup>th</sup> Street, NW, Suite 350N Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.10 NECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

**L.13 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contactor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

Samuel J. Feinberg, CCPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
609 H Street, NE, - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188 / Fax: 202-671-3395  
samuel.feinberg@dc.gov

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of offers. An Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.15 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be provided an opportunity to submit written Best and Final Offers at the designated date and time. Best and Final Offers (BAFO) shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of Best and Final Offers, no discussions shall be reopened unless the Director/ACCO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the Best and Final Offers received. If discussions are reopened, the Director/ACCO shall issue an additional request for Best and Final Offers to all Offerors still within the competitive range.

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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- L.16.1 Name, address, telephone number, federal tax identification number of Offeror;
- L.16.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. In addition, this mandate requires the Offeror to provide copy of the executed "Clean Hands Certification" that is referenced in DC Official Code § 477-2862, if the Offeror is required by law to make such certification. such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.16.3 If the Offeror is a partnership or joint venture, names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the 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.

**\*\*\*END OF SCHEDULE L\*\*\***

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

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**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores shall be added together to determine the score for the factor level.

**M.3 TECHNICAL CRITERIA**

**M.3.A Evaluation Factor: Technical Understanding of the requirement and Technical Approach**

20 Points

1. Demonstrate current/previous experience whereby fleet of copiers had 90% or above up time. In addition, discuss in detail how your company provided customer service that has resulted in no more than 3 customer complaints per month.

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2. Describe your tracking system that addresses user complaints and system maintenance and repairs.
3. Describe in detail, criteria used to determine when a copier has been identified as “a Lemon” and the processing for replacing it.

**M.3.B. Evaluation Factor: PREVENTIVE MAINTENANCE 20 Points**

1. Describe the usage and definition of Preventive Maintenance, along with your process of implementation to an entire fleet of copiers.
2. Demonstrate how each Service Technician that shall be assigned to this Contract shall have a minimum of two (2) years hands-on experience in providing Direct Maintenance and Repair Services to the brands and models of copiers to be install at DMH.

**M.3.C Evaluation Factor: RESPONSE TO SERVICE CALLS 20 Points**

1. Describe your approach to responding to telephone service calls submitted for copiers requiring services within a short period of time, not to exceed two (2) hours, as stated in Section C of this solicitation.
2. Describe your process when a copier cannot be repaired within seventy two (72) hours at no extra charges to DMH.

**M.3.D. Evaluation Factor: PAST PERFORMANCE CRITERIA 25 Points**

1. Demonstrate previous performance in the last five (5) years of providing services to the Public Sector for a fleet of copiers in excess of seventy (70) machines.
2. Describe any previous experience in providing copier maintenance and repair services to DMH. Provide evidence of Lease and Maintenance and repair of copier machines along with the records of customer satisfaction and timeliness in service calls.
3. Describe your ability along with demonstrating your commitment to how you shall ensure timely responses to public and /or private sector requests and inquiries associated with the level of service provided for the lease and/or maintenance of copiers.

**M.4. PRICE CRITERIA 15 Points**

- The Price Evaluation shall be objective. The prospective offeror with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each offeror's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

**M.5. PREFERENCE POINTS AWARDED PURSUANT TO SECTION 12 Points**

**TOTAL POINTS 100 Points**

**M.6. MAXIMUM TOTAL 112 Points**

**M.7 EVALUATION OF OPTION YEARS**

RESERVED

**M.8 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.8.1 APPLICATION OF PREFERENCES**

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

M.8.1.1 Any Prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three (3) points on a one hundred (100) point scale added to the overall score for Proposals submitted by the SBE in response to the Request for Proposal (RFP).

M.8.1.2 Any Prime Contractor that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of five (5) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the ROB in response to this RFP.

- M.8.1.3 Any Prime Contractor that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of five (5) points on a one hundred (100)-point scale added to the overall Score for Proposals submitted by the LRB in response to this RFP
- M.8.1.4 Any Prime Contractor that is a local business enterprise (LBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the LBE in response to this RFP.
- M.8.1.5 Any Prime Contractor that is a local business enterprise (LBE) with its principal offices located in an disadvantaged enterprise zone (DZE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the DZE in response to this RFP.
- M.8.1.6 Any Prime Contractor that is a disadvantage business enterprise (DBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the DBE in response to this RFP.
- M.8.1.7 Any Prime Contractor that is a veteran-owned local business enterprise (VOB) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the VOB in response to this RFP.
- M.8.1.8 Any Prime Contractor that is a local manufacturing business enterprise (LMBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the LMBE in response to this RFP.

**M.8.2 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 the equivalent of twelve (12) points on a 1 one hundred (100) point scale for Proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the Prime Contractor with certified business enterprises.

**M.8.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

**M.8.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

- M.8.4.1 Any Offeror seeking to receive preferences on this solicitation must be certified at the time of

submission of its Proposal. The Director/ACCO will verify the Offeror's certification with SLBD and the Offeror should not submit with its Proposal any documentation regarding its certification as a certified business enterprise.

- M.8.4.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW – Suite 970N  
Washington, DC 20001

- M.8.4.3 All Offerors are encouraged to contact DSLBD at 202-727-3900 if additional information is required on certification procedures and requirements.

**M.9 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.9.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the owner.
- M.9.2 In connection with any discount offered, time shall be computed from the Date of Delivery of the supplies to carrier when delivery and acceptance are at Point of Origin, or from Date of Delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than Date of Delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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