

2. DPR will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the security officer(s).

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution** through **September 30, 2022**; unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; and D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **three hundred four thousand, two hundred fifty-two dollars and seventy-five cents (\$304,420.87)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based upon the provided **Attachment A**.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, payment to DGS/PSD shall be reduced by an amount equal to the daily payment multiplied by the number of MOU days or hours for which goods and services were not provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by DPR to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU.
3. DPR shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DPR and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve the issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's

request, make these documents available for inspection by duly authorized representatives of DPR and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DPR.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DPR or DGS/PSD terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF PARKS AND RECREATION

Gina S. Toppin
Deputy Director of Recreation Services
DC Department of Parks and Recreation
1275 First St., NE Washington, DC 20002
(202)-253-3772
gina.toppin@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
Additional Security Request (ASR) Coordinator
Department of General Services
64 New York Avenue, NE, Fourth Floor
Washington DC, 20009
(202) 698-8181
PSDASR@dc.gov

XII. MODIFICATIONS


The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF PARKS AND RECREATION



Delano Hunter
Director

Date: 6.7.2022

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 1c186f253cb747d31fec4697ac8378fb

Keith A. Anderson
Director

06/09/2022
Date: _____

Attachment A Cost Analysis

DEPARTMENT OF PARKS AND RECREATION - POOLS													
Weekend Coverage Dates May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26													
Pool	Ward	Location	Sector	Operational Days	Beg. Hours	End Hours	# of Days	Hours Per Shift	SO	Hourly Rate	Daily Subtotal	Total Weekend Coverage	
Anacostia Pool	8	1800 Anacostia Dr. SE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Woody Ward Pool	7	5100 Southern Ave SE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Douglass Pool	8	1921 Frederick Douglass Ct. SE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Fort Stanton	8	1800 Erie St. SE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Kelly Miller	7	4900 Brooks Dr. NE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Kenilworth Pool	7	1300 44th St., NE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Oxon Run	8	501 Mississippi Ave SE	3	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Banneker Pool	1	2500 Georgia Ave NW	1	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Langdon Pool	5	2860 Mills Ave., NE	1	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Randall Pool	6	25 I St SW	1	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Rosedale	6	1700 Gales St. NE	1	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$40.97	\$327.76	\$3,605.36	
Ridge Road Pool	7	830 Ridge Road, SE		June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	8	8	1	\$40.97	\$327.76	\$2,622.08	
Upshur	4	4300 Arkansas Ave NW	2	May 28, 29, 30 & June 4, 5, 11, 12, 18, 19, 25, 26	10:00am	6:00 PM	11	8	1	\$42.20	\$337.59	\$3,713.52	
											Subtotal:	\$45,994.56	

Attachment A Cost Analysis

Summer Coverage Dates June 27, 2022 - September 5, 2022													
Pool	Ward	Location	Sector	Operational Days	Beg Hours	End Hours	# of Days	Hours Per Shift	SO	Hourly Rate	Daily Subtotal	Total Summer Coverage	Closing Dates
Anacostia	8	1800 Anacostia Dr. SE	3	Tues., Weds., Thurs., Fri.	10:00am	6:00 PM	32	8	1	\$40.97	\$327.76	\$10,488.32	8/21/2022
Anacostia	8	1800 Anacostia Dr. SE	3	Saturday & Sunday	10:00am	6:00 PM	16	8	1	\$40.97	\$327.76	\$5,244.16	8/21/2022
Banneker	1	2500 Georgia Ave NW	1	Mon., Tue., Wed., Fri.	10:00am	8:00 PM	41	10	2	\$40.97	\$819.40	\$33,595.40	9/5/2022
Banneker	1	2500 Georgia Ave NW	1	Saturday & Sunday	10:00am	6:00 PM	20	8	2	\$40.97	\$655.52	\$13,110.40	9/5/2022
Woody Ward	7	5100 Southern Ave, SE	3	Mon., Tue., Wed., Fri.	10:00am	6:00 PM	28	8	1	\$40.97	\$327.76	\$9,177.28	8/14/2022
Woody Ward	7	5100 Southern Ave, SE	3	Saturday & Sunday	10:00am	6:00 PM	14	8	1	\$40.97	\$327.76	\$4,588.64	8/14/2022
Douglass	8	1921 Frederick Douglass Ct., SE	3	Mon., Tues., Thurs., Fri.	12:00pm	8:00 PM	24	8	1	\$40.97	\$327.76	\$7,866.24	8/7/2022
Douglass	8	1921 Frederick Douglass Ct., SE	3	Saturday & Sunday	10:00am	6:00 PM	12	8	1	\$40.97	\$327.76	\$3,933.12	8/7/2022
Fort Stanton	8	1800 Erie St. SE	3	Mon., Tue., Wed., Fri.	10:00am	6:00 PM	36	8	1	\$40.97	\$327.76	\$11,799.36	8/28/2022
Fort Stanton	8	1800 Erie St. SE	3	Saturday & Sunday	10:00am	6:00 PM	18	8	1	\$40.97	\$327.76	\$5,899.68	8/28/2022
Kelly Miller	7	4900 Brooks Dr. NE	3	Tues., Weds., Thurs., Fri.	12:00pm	8:00 PM	24	8	1	\$40.97	\$327.76	\$7,866.24	8/7/2022
Kelly Miller	7	4900 Brooks Dr. NE	3	Saturday & Sunday	10:00am	6:00 PM	12	8	1	\$40.97	\$327.76	\$3,933.12	8/7/2022
Kenilworth Pool	7	1300 44th St., NE	3	Mon., Tues., Thurs., Fri.	10:00am	6:00 PM	32	8	1	\$40.97	\$327.76	\$10,488.32	8/21/2022
Kenilworth Pool	7	1300 44th St., NE	3	Saturday & Sunday	10:00am	6:00 PM	16	8	1	\$40.97	\$327.76	\$5,244.16	8/21/2022

Attachment A Cost Analysis

Pool	Ward	Location	Sector	Operational Days	Beg Hours	End Hours	# of Days	Hours Per Shift	SO	Hourly Rate	Daily Subtotal	Total Summer Coverage	Closing Dates
Oxon Run	8	501 Mississippi Ave, SE	3	Tues., Weds., Thurs., Fri.	12:00pm	8:00 PM	40	8	1	\$40.97	\$327.76	\$13,110.40	9/5/2022
Oxon Run	8	501 Mississippi Ave, SE	3	Saturday & Sunday	10:00am	6:00 PM	20	8	1	\$40.97	\$327.76	\$6,555.20	9/5/2022
Langdon Pool	5	2860 Mills Ave., NE	1	Mon., Tue., Wed., Fri.	10:00am	6:00 PM	41	8	1	\$40.97	\$327.76	\$13,438.16	9/5/2022
Langdon Pool	5	2860 Mills Ave., NE	1	Saturday & Sunday	10:00am	6:00 PM	20	8	1	\$40.97	\$327.76	\$6,555.20	9/5/2022
Randall Pool	6	25 I St., SW	1	Tues., Weds., Thurs., Fri.	12:00pm	8:00 PM	32	8	1	\$40.97	\$327.76	\$10,488.32	8/21/2022
Randall Pool	6	25 I St., SW	1	Saturday & Sunday	10:00am	6:00 PM	16	8	1	\$40.97	\$327.76	\$5,244.16	8/21/2022
Ridge Road Pool	7	830 Ridge Road, SE		Saturday & Sunday	10:00am	6:00 PM	36	8	1	\$40.97	\$327.76	\$11,799.36	8/28/2022
Ridge Road Pool	7	830 Ridge Road, SE		Mon., Tue., Wed., Fri.	12:00pm	8:00 PM	18	8	1	\$40.97	\$327.76	\$5,899.68	8/28/2022
Rosedale	6	1700 Gales St., NE	1	Mon., Tues., Thurs., Fri.	10:00am	6:00 PM	41	8	1	\$40.97	\$327.76	\$13,438.16	9/5/2022
Rosedale	6	1700 Gales St., NE	1	Saturday & Sunday	10:00am	6:00 PM	20	8	1	\$40.97	\$327.76	\$6,555.20	9/5/2022
Upshur	4	4300 Arkansas Ave NW	2	Tues., Weds., Thurs., Fri.	10:00am	6:00 PM	40	8	1	\$42.20	\$337.59	\$13,503.71	9/5/2022
Upshur	4	4300 Arkansas Ave NW	2	Saturday & Sunday	10:00am	6:00 PM	20	8	1	\$42.20	\$337.59	\$6,751.86	9/5/2022
											Subtotal:	\$246,573.85	

FY22 Rec Cntr Pools: \$292,568.41
 FY22 Late Night Hype: \$5,379.84

Total: \$297,948.25

Attachment A - Cost Analysis

FY22 DPR Deanwood Recreation Center 1350 49th St NE, Washington, DC 20019 & Overnight April 14, 2022 & Barry Farm Recreation Center, 1230 Sumner Rd SE, Washington, DC 20020 Overnite May 20,2022											
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO	Hourly Rate	Daily Total	Days	Subtotal Cost
Deanwood Recreation Center 1350 49th St NE, Washington, DC 20019	1&3	DPR	4/14/2022	7:00 PM	7:00 AM	12	4	\$56.04	\$2,689.92	1	\$ 2,689.92
Barry Farm Recreation Center, 1230 Sumner Rd SE, Washington, DC 20020	1&3	DPR	5/20/2022	7:00 PM	7:00 AM	12	4	\$56.04	\$2,689.92	1	\$2,689.92
										Total:	\$ 5,379.84

Attachment A - Cost Analysis

DPR LATE NIGHT DRIP EVENT - RIDGE ROAD RECREATION CENTER											
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO	Hourly Rate	Daily Total	Days	Subtotal Cost
Ridge Road Recreation Center- 830 Ridge Road SE Washington, DC 20019	1&3	DPR	6/10/2022	5:30PM	12:00PM	6.5	3	\$56.04	\$2,689.92	1	\$1,092.78
										Total:	\$ 1,092.78

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH
AND
THE DEPARTMENT OF GENERAL SERVICES
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department of Behavioral Health (“DBH” or “Buyer”), the buyer agency, and the Department of General Services (“DGS” or “Seller”), the seller agency collectively referred to herein as the “Parties”.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to accommodate the intra-District transfer of funding from DBH to DGS for the provision of Design and Construction Services for the renovation of the District of Columbia Stabilization and Sobering Center (“DCSSC”) located at 35 K Street, NE, Washington, DC 20002 (the “Project”).

III. SCOPE OF SERVICES

Pursuant to applicable statutes and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

OBLIGATIONS/RESPONSIBILITIES

A. Pursuant to the terms and conditions of this MOU, DGS hereby agrees to oversee and manage the Design and Construction Services to complete work orders associated with the DCSSC, as specified in the attached Scope of Work.

1. Obligations/Responsibilities of DGS

- a. Project Management and oversight will be provided by DGS for the Project.
- b. Develop the Scope of Work (SOW) and Project Budget for the DCSSC Design and Construction Services that are consistent with all applicable policies and procedures. DGS shall obtain prior written approval from DBH for both the SOW and the budget before beginning work on the Project.
- c. Monitor the Project progress to ensure that all services are delivered timely and consistent with the approved SOW and budget.
- d. Provide all administrative and professional services required

- e. for the completion of the Project.
- f. Conduct, manage and monitor the Project to ensure that it complies with applicable laws, regulations, policies, and procedures.
- g. Provide quality assurance services for the Project during design and construction to ensure all required inspections, tests, submittals, and other contract requirements are met by the consultant and contractors.
- h. Provide final PDF version of all floors designs post construction.
- i. Manage the budget and schedule of the Project.
- j. Review and approve all invoices and submittals for payment as well as ensure submission of all corresponding Certified Business Enterprise data and other required reports.
- k. Make available the project manager when necessary to meet with DBH personnel to ensure accurate and timely management and completion of the Project.
- l. Promptly transfer of unspent funds to DBH at the end of the fiscal year or Project completion.

2. Obligations/Responsibilities of DBH

a. Funding of Program Personnel to Support Projects.

DBH shall only fund positions providing services to DBH. DBH shall provide funding of one million, six hundred fifty-eight thousand, eight hundred and eighty-eight dollars (\$1,658,888.00) for the Management of Procurement/Solicitation for Design and Construction Services, Permitting, Monitoring and Project Management Services to include Design, Construction and for personnel as shown below:

- 1. (1) Project Manager
- 2. (1) Supervisory Project Manager

IV. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. The total Project costs shall be funded by DBH. DBH shall transfer one million, six hundred fifty-eight thousand, eight hundred and eighty-eight dollars (\$1,658,888.00) to DGS for the cost of designing, permitting, constructing, monitoring and Project Management Services.
- 2. The estimated cost of services under this MOU is based upon an estimate developed by DGS based on the most current market cost of the required design and construction services.
- 3. In the event of termination of the MOU, repayment of any amounts to DBH shall be held in abeyance until all required fiscal reconciliation has been completed, but not later than September 30, 2023.

B. PAYMENT

1. Payment for all the goods and services shall be made through an Intra-District advance by DBH to DGS based on the total amount of this MOU.
2. Advances to DGS for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
3. DGS shall bill against the Project budget only for those goods or services actually provided pursuant to the terms of this MOU. DGS shall return any excess funds of the Project budget to DBH by September 30th of the next fiscal year.
4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District Office of Financial Operations and Systems.
5. DGS shall ensure that the revenues for this project are reflected in the budget entry budget line-item detail screen and the appropriate accumulators.
6. DGS shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure for the transfer of funds from the Buyer to the Seller.
7. DGS shall establish methods in the System of Accounting and Reporting (“SOAR”) so that funds may be independently tracked.
8. If the actual proportionate funds required are less than anticipated, DGS shall grant a refund to DBH.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. EFFECTIVE DATE

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the DBH Director or his/her designee.

VI. DURATION OF MOU

- A. The MOU shall remain in force, unless terminated earlier pursuant to Section XII herein, until December 31, 2022.
- B. The Parties may extend the term of this MOU by exercising a maximum of three (3) six-month option periods.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES

DGS may enter into any contracts, delegations, assignments, or such other agreements as authorized by applicable laws and regulations that DGS determines necessary to carry out the purposes of this MOU. DGS may assign all or any part of this MOU to one or more of its subsidiaries or partner agencies.

VIII. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments, or other agreements entered into by DGS in furtherance of this MOU. DGS' administration of the expenditures and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DGS shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of OCTO and other officials as may be specified by the District of Columbia at its sole discretion.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement executed by the parties.

XII. PROVISIONS FOR TERMINATION

Either DGS or DBH may terminate this MOU in whole or in part by giving sixty (60) days written notice to the other Party, when it is in the best interest of either Party to do so, based on the following grounds:

- (1) Lack of funding;
- (2) Changes in applicable laws;
- (3) Changes in the structure or nature of the program or Project; or
- (4) Elimination of the program, service or the Project supported by this MOU.

Such termination shall not be deemed a breach of the MOU. In the event that termination of this MOU occurs prior to completion of the Project, DGS will render the site safe and free of hazardous conditions and the costs thereof and any sums due under any contracts entered into by DGS with respect to the Project shall be an expense of the Project payable under this MOU.

XIII. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01

XIV. CONTRACTING FOR SERVICES

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.0 I. et seq.) to procure the goods or services.

XV. NOTICE

The following individuals are the Point of Contact (“POC”) for each Party under this MOU:

For DBH:

Michael Neff
Chief Operating Officer
Department of Behavioral Health
64 New York Avenue, NE
C: (202) 515-1841
michael.neff@dc.gov

For DGS:

Michelle Dee
Chief Administrative Officer
Department of General Services
2000 14th Street NW
O: (202) 596-4827
michelle.dee@dc.gov

XVI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson

Key: 6aba600cebd35bc8ae79c8f5bfb42f20

Date: 06/08/2022

Keith A. Anderson
Director

DEPARTMENT OF BEHAVIORAL HEALTH

Barbara J. Bazron

Date: 05/27/2022

Barbara J. Bazron, Ph.D.
Director

DC STABILIZATION AND SOBERING CENTER (DCSSC) RENOVATION LOCATED AT 35 K STREET, NE, WASHINGTON, DC

March 2, 2022

SCOPE OF WORK

INTRODUCTION:

The District of Columbia Department of General Services (“DGS” or the “Department”) on behalf of the Department of Behavioral Health (DBH) of the District of Columbia is seeking to engage a Design-Builder to design and construct the renovation of the District of Columbia Stabilization and Sobering Center located at 35 K Street, NE, Washington, DC (35K). The scope of work includes designing, rendering, drawings, in-depth architectural, mechanical, electrical, fire alarm & security systems, fire protection and structural site surveys that would be utilized to develop the full-blown construction documents for the building renovation, and construction services. Permitting, and Construction Administration Services are included in the scope.

A. SCOPE OF WORK

The Design-Builder’s Basic Services consist of all services included in this Section. This shall include, without limitation, all design and construction services related to rendering, drawings, in depth architectural, mechanical, electrical, fire alarm & security systems, fire

protection and structural site surveys that would be necessary for the complete design and construction services.

Provide architectural modifications to the side entrance of the facility from the parking lot, for ambulatory accessibility for stretcher-borne consumers in the facility.

The Design-Builder shall obtain all necessary permits from the DC Department of Regulatory Affairs (DCRA). Detailed information for the Basic Services required is indicated in Part B below and a summary of the basic project information is as follows:

A.1. Agency: Department of Behavioral Services

A.2. Project Location: 35 K Street, NE, Washington, D.C. 20002

A.3. Special requirements:

A.3.1. This work is in an occupied and very sensitive building. All work shall be coordinated so as not to disrupt existing building operations.

A.3.2. All design and construction activities shall be coordinated with the DGS Project Manager.

A.3.3. After hours and holiday work may be required to limit disturbance to existing occupants during regular business hours. No overtime will be paid for the afterhours and weekend work; therefore, bidders are requested to quote their price considering these facts.

Project Communication: DGS is available for consultation at any time during the contract. DGS encourages open lines of communication by frequent consultation via telephone, email or in person. It is the responsibility of the Design-Build contractor to document all conversations, in writing, for the project record and notify DGS of any issues that are deemed to be beyond the Scope of Work.

B. BASIC SERVICES:

The Design-Builder's Basic Services consist of all services included in this Section. It is the responsibility of the Design-Builder to provide all services necessary for the complete design and construction as identified in the scope of work. This shall include, without limitation, all survey and design services related to the architectural, mechanical, electrical, plumbing, fire protection, lighting, fire alarm & security systems, structural and other elements and services necessary to complete the Project fully and properly, and all other services identified in any other provision of this Contract as Basic Services. The Design-Builder recognizes, agrees, and accepts that the District is relying upon it for the complete and total design

implementation and administration of the Project and each Phase thereof and, notwithstanding the specific listing of services contained in this Section. A summary of the work is as follows:

B.1. Survey, Design and Permitting:

- B.1.1. Prepare permit drawings as required for the scope of work identified in the Section B above.
 - B.1.1.1. The design-builder shall develop the initial test-fit design. This should include initial survey and production of base drawings of the existing agencies' spaces.
 - B.1.1.2. Once approved by the Project Manager, the full-blown design work must be carried by the Design-Builder. The design document must contain architectural, mechanical, electrical, fire protection, lighting, security, structural and other special items.
 - B.1.1.3. The design-builder shall provide rendering to the DGS Project Manager in a PDF format for DBH Facilities to maintain.
 - B.1.1.4. Provide all services required to obtain all construction permits for the complete project. The securing of the required permits shall be performed utilizing the fastest expediting method available for Non-Complex Jobs such as "Walk-Through (Express)".

B.2. Architectural Layout and Construction Services

B.2.1.1 The DC Stabilization and Sobering Center (DCSSC) will be located on the ground floor of 35K to ensure ease of access by consumers and service partners. Within this placement, the architectural plan and new construction services shall show multiple offices and services now located on the ground floor relocated to the 2nd and 3rd Floors within the building. To this effect, the 2nd Floor and 3rd Floor Waiting Areas shall be renovated. The office space on the 2nd and 3rd Floors shall be reconfigured to accommodate care, and the office space. Design and construction of the 2nd and 3rd Floors shall be subject to the needs of the DBH as provided by the DGS.

B.2.1.2 The new Architectural Layout and Construction of the 35K shall be in compliance with the current requirements of the Americans with Disabilities Act (ADA).

B.2.1.3 Make the following provisions in the design and construction for the identified spaces:

Waiting Area

- Reception space

- Security space
- Sufficient room for stretcher (transport to the hospital)

Medical Screening Room (2)

- Exam table
- Desk

Locker Spaces

- Space for 25-30 lockers

Consumer Showers

- Two stalls
- Small storage
- Ligature Resistant Shower Heads

Social Worker Office

- Desk
- Chairs

Consumer Restrooms

- Non locking doors

Staff Restrooms/Showers

- Unisex
- Ligature Resistant Shower Head

Two Consumer Rooms

- Floor drains
- Overall capacity of 20
- Room can be different sizes
- Dimmable lighting

Kitchen space

- Large refrigerator
- Storage for snacks
- Staff refrigerator

Nurses Station/Observation

- Clear line of sight into consumer rooms
- Computer
- White boards
- Desks

Unmarked Medication Room

- Locking cabinets
- Counter space
- Full lighting controls

First Responder Lounge

- Chairs/Recliners
- TV
- Workstation

Laundry Space

- Large capacity washer and dry/ 2 wonder machines

Up to Four Short Stay Spaces

- Two beds each
- TVs
- Outswing Doors

Admin Offices (4) [Director, Manager, staff(2)]

- Chairs
- Desk
- Computer

Video Monitoring and Magnetize Locking Door (2)

- Camera system
- Door mechanisms
- Release buttons

Lockable Storage

- Throughout the building, at locations to be identified by the Client-Agency

Installation of Key Access to All Floors Stairwells

- Consistent, compatible, and connection ready to existing District infrastructure

B.3. Ambulatory Accessibility for Consumers

B.3.1.1 The scope of work will include modifications to the side entrance of the building to make it accessible for stretcher-borne consumers that will be transported by ambulance to the hospital. The ADA/Accessibility modifications for the facility

will incorporate current ADA criteria for accessibility, along with current ANSI guidelines: ICC A117.1.

General access modifications providing access shall include:

- Paths of travel from the Parking Lot; entrances/exits, entry/interior doors, paths
- Site work for curb ramps
- Accessible parking for the Ambulance

B.4. The facility shall remain in operation throughout construction. All construction activities shall be coordinated with the office administrator to minimize disruption of its operation.

B.5. The Design-Builder shall be solely responsible for verification of all existing conditions in the building.

B.6. A pre-design and pre-construction meeting will occur prior to the start of the construction. This meeting will include representatives from the DC Department of Behavioral Health, DGS Capital Construction Services, and the Design-Builder. The meeting is intended to identify all design aspects of the project that meets the minimum requirements of the User Agency.

B.7. Meeting Minutes: The Design-Builder shall be responsible for the generation and maintenance of all meeting minutes throughout the design and construction phases.

B.8. Reviews: The Design-Builder shall furnish all information and materials necessary to coordinate the project with the DC Department of Behavioral Health.

B.9. Review Comments: All review comments from DGS and/or the Agency Representative will be conveyed in writing. The Design-Builder shall record all comments and maintain a master tracking log of all DGS/Agency comments received and the action taken. If the Design-Builder takes exception to a comment received from DGS or the associated Agency, the Design-Builder shall notify the PM, in writing, of the exception and shall provide documentation as to why compliance is not possible or recommended. The final decision, in every instance, remains with DGS. If the Design-Builder cannot concur, the Design-Builder shall modify the work in accordance with DGS' directive, and the comment log may be amended by the Design-Builder indicating that "The change has been completed as directed by DGS. This modification is not in accordance with the Design-Builder professional judgment because [insert reason]."

B.10. Document Preparation: Documents required are as follows:

Task	Printed	Electronic (DGS Prolog site)	Disk
Final Design Drawings	<u>For DGS/Agency:</u> <ul style="list-style-type: none"> • Three (3) half-size document sets 	PDF of each sheet	AutoCAD
Compliance (Permitting)	<u>For DGS/Agency:</u> <ul style="list-style-type: none"> • One (1) half-size document sets <u>For Regulatory:</u> <ul style="list-style-type: none"> • Submission <u>and</u> resubmission sets (Drawings and/or Specifications and/or Calculations and/or Forms) as may be required. 	Scanned PDF copy of all regulatory submissions (Drawings, Specifications, Calculations & Forms)	Not Red

B.11 Record Drawings:

B.11.1 Upon completion of the Construction Phase, the Design-Builder shall prepare and deliver to DGS one set of Project record drawings and specifications in an electronic format acceptable to the District, incorporating revisions made by the Design-Builder during the Construction Phase and field changes noted on the Contractor’s marked-up field set.

B.11.2 The Design-Builder’s contract shall not be considered complete until final record drawings are delivered to DGS.

C. DOCUMENTS AND DATA TO BE FURNISHED BY DGS

DGS will furnish the Design-Builder with PDF background file of the work areas. The Design-Builder should assume that any existing condition information contained in that PDF file is limited and may not accurately reflect the existing conditions and should be used for information purposes only. As part of this project scope, it is the responsibility of the Design-Builder to visit the site and be responsible for performing a visual field verification of the actual existing conditions and develop reference drawings as required.

D. PERFORMANCE PERIOD OF THE CONTRACT:

All work shall be completed within **one hundred and eighty (180) calendar days** from the date of receipt of Notice to Proceed.

E. BUILDING ACCESS AND WORKING HOURS:

- E.1. All construction work must be performed not disturbing the tenant of the building. Any work that creates dust, fumes and smells must be carried out during the close of business hours or weekends. No overtime will be paid for the afterhours and weekend work; therefore, bidders are requested to quote their price considering these facts.
- E.2. Building is a restricted property and contractor should get advance permission/pass to work in the building during the off-hours and weekends. The building loading docks are operational only during the business hours, if contractor plans to bring their construction materials during the closing hours of loading dock; they should make necessary arrangement with the Building Manager.

F. PRE-PROPOSAL CONFERENCE

Pre-proposal Conference is mandatory. No offer will be accepted from any Vendor who did not participate in the Pre-proposal Conference.

AF INSTALLATION (For which Project is prepared)								
Project District of Columbia Stabilization and Sobering Center Rehabilitation								
PROJECT NUMBER:				DESCRIPTION :				
DCAM:				Renovation of the District of Columbia Stabilization and Sobering Center				
NAME OF PERSON PREPARING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON PREPARING COST ESTIMATE				DATE
Nnoli, Emmanuel C., P.E.				Department of General Services - Construction Services Div.				3-Mar-22
NAME OF PERSON CHECKING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON CHECKING COST ESTIMATE				DATE
Neff, Michael				DC Department of Behavioral Health				3-Mar-22
ITEM NO.		UOM	QTY	MATERIAL		LABOR		TOTAL ITEM COST
				UNIT	TOTAL	UNIT	TOTAL	
A	Architect/Engineer Design Services							
1	Title I Services	LOT	1					\$144,578
2	Title II Services	LOT	1					\$30,760
3	Sub-Total A/E Design Services Cost							\$175,338
B	Construction Cost							
4	General Requirements	LOT	1					\$85,000
5	Architectural Cost	LOT	1					\$315,430
6	Mechanical Cost	LOT	1					\$145,500
7	Electrical Cost (including Fire Alarm, Security & Intercom Systems)	LOT	1					\$318,550
8	Plumbing Cost	LOT	1					\$75,000
9	Hazmat Abatement	LOT	1					\$45,000
10	Sub-Total Construction Cost							\$984,480.00
11	Overhead @ 10%							\$98,448.00
12	Total							\$1,082,928.00
13	Profit @ 10%							\$108,293.00
14	Total							\$1,191,221.00
C	General Contractor's Bond @ 2%							\$23,824.00
D	Permitting Services Cost	LOT	1					\$20,000.00
E	Total Construction Cost (Items B, C & D)							\$1,235,045.00
F	Construction Contingency @ 10%							\$123,505.00
G	Contractors GC/GR/Existing Conditions	LOT	1					\$125,000.00
H	Construction Grand Total Cost (Items A, E, F & G)							\$1,658,888.00

FOR OFFICIAL USE ONLY (When Filled In)

**ADDENDUM NO. 3 TO THE FY 2019 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
AND
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

I. INTRODUCTION

The purpose of this Addendum No. 3 to the Memorandum of Understanding (MOU) between the Department of Behavioral Health (DBH or “Buyer”), and the Department of General Services (DGS or “Seller”), for the Upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540 (the “Project”), is to extend the period of the MOU until March 31, 2023. The original MOU executed on March 5, 2019, was extended to September 30, 2020, through an Addendum fully signed on July 2, 2020. By Addendum No. 2 fully executed on April 9, 2021, the MOU was further extended to September 30, 2022. A major construction equipment for the project, ordered on February 22, 2022, is not scheduled to be delivered until November 16, 2022, due to the material long lead time. The extended long lead time for delivery of the equipment is because of the effects of COVID-19 on the delivery chain for goods and services. This delivery date is well beyond the Project’s final contract completion date of June 7, 2022. The Project contractor has requested a revised contract completion date of January 31, 2023. The MOU for the project will expire on September 30, 2022. Additional time, until March 31, 2023, is needed to complete the Project.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of the MOU is to accommodate the intra-District transfer of funding from DBH to DGS to address the design-build services set forth in the MOU, specifically the Upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

III. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for services under the expiring MOU is Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00). DBH has transferred the Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS. No additional money is needed by this Addendum No. 3.

IV. DURATION OF THE MOU

1. The MOU was fully executed on March 5, 2019, and by an Addendum fully signed on July 2, 2020, the MOU was extended to September 30, 2020. By Addendum No. 2

fully executed on April 9, 2021, the MOU was extended to September 30, 2022. The purpose of Addendum No. 3 is to further extend the performance period of the MOU to March 31, 2023.

- 2. Per Paragraph VI.B of the MOU, as previously amended, the parties may, by prior written agreement, extend the period of the MOU by jointly exercising a maximum of a four (4) months option periods. The parties now hereby agree that the MOU may be extended for a maximum of six (6) six-month option year periods. For the avoidance of confusion, the parties agree that this Addendum No.3 exercised the fifth option period. Each option period may consist of half a fiscal year, a fraction thereof, or multiple fractions of a year. The exercise of each option is subject to availability of funds at the time of the exercise of the option. As stated in Paragraph III.A above, DBH has transferred Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS, and the funds are available to fully execute the Project.

Except as provided in this Addendum No. 3, all other terms and conditions of the MOU remain unchanged and in full force and effect.

This Addendum No. 3 to the MOU will be effective immediately upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Addendum No. 3 to the MOU as follows:

DEPARTMENT OF BEHAVIORAL HEALTH

Barbara Bazron 5/26/2022
Barbara Bazron, Ph.D.
Director

Mark Chastang
Mark Chastang
CEO

Date: _____

Date: 5/3/2022

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 8ae9e2fc0dd1f50f35a37f1aa53e09d

Keith A. Anderson
Director

Date: 06/08/2022

- Attachment:**
- 1. Copy of the MOU FY19 Addendum No. 2 DBH and DGS - signed 4.9.2021
 - 2. Copy of the MOU FY19 Addendum DBH and DGS - signed 7.2.2020
 - 3. Copy of the FY 2019 MOU between DBH and DGS executed on 3.5.2019.



DATE: March 30, 2021

DUE DATE: March 6, 2021

DEADLINE DATE: _____

☐ Expedite Process

<p>DIVISION TITLE:</p> <p><u>CAPITAL CONSTRUCTION</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY</p> <p>DIVISION FUND IDENTIFIER: <u>CCD - Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM <i>(MOU's require identifier included on the subject line)</i></p>	<p>SUBJECT:</p> <p>DLRS 3549 BACKGROUND FY21 CCD - Capital</p> <p style="text-align: center;">Addendum No. 2 to FY19 Memorandum of Understanding between Department of Behavioral Health and Department of General Services</p>				
<p>ORIGINATOR:</p>	<p>NAME: Emmanuel Nnoli PHONE NUMBER: 202-345-0593</p>				
<p>TITLE</p>	<p>NAME</p>		<p>Director Received Date:</p>		
			<table border="1"> <tr> <th data-bbox="1161 1207 1360 1264">INITIAL</th> <th data-bbox="1360 1207 1578 1264">DATE</th> </tr> </table>	INITIAL	DATE
INITIAL	DATE				
<p>Training Specialist</p>	<p>VENOLA JOHNSON</p>				
<p>Applicable Associate Director</p>	<p>RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA</p>				
<p>Resource Allocation</p>	<p>WANDA JONES</p>				
<p>Deputy Chief Operating Officer</p>	<p>DANIELLE MEADORS</p>				
<p>Chief Operating Officer</p>	<p>YOHANCE FULLER</p>				

Chief Administrative Officer	MICHELLE DEE			MD	04/09/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				
Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	04/09/2021
General Counsel	XAVIER BELTRAN			XB	04/09/2021
Director	KEITH A. ANDERSON			KAA	04/09/2021

Summary:

The purpose of this Addendum No. 2 to the FY19 MOU between DBH and DGS; executed March 5, 2019; for the upgrade of the Emergency Electrical Power System at St. Elizabeth Hospital, is to revise the Scope of Work (SOW) and to extend the period of performance to September 30, 2022. The original MOU, through Addendum No. 1; fully executed on July 2, 2020; was extended to September 30, 2020.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: Landlord Tenant Licensee Licensor Declarant
 Permitter Permittee Grantee Grantor Other

Type of Document: In-Lease Amendment to In-Lease In-License Out-License
 Out-Lease Amendment to Out-Lease MOU LOI
 ANC Letter Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____ **ELMO**

**ADDENDUM NO. 2 TO THE FY 2019 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
AND
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

I. INTRODUCTION

The purpose of this Addendum No. 2 to the Memorandum of Understanding (MOU) between the Department of Behavioral Health (DBH or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on March 5, 2019, for the Upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540, is to revise the Scope of Work (SOW), and to extend the period of the MOU until September 30, 2022. The original MOU, through an Addendum fully executed on July 2, 2020 was extended to September 30, 2020. The project is still in the solicitation stage. Additional time, until September 30, 2022, is needed to complete the program. The SOW also needs to be revised to scale down the original Scope for the following reasons: The total cost for services under the FY 2019 MOU is Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00). Per the terms of the MOU, DBH has transferred the Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS. Due to the escalation cost of electrical equipment and materials as a result of the trade war between the United States and China, and the two (2) years delay between the time the original Independent Government Estimate (IGE) was prepared and the time of solicitation for the project last year, there has been a significant increase in the cost of the project. Most of the electrical equipment and materials are imported from China. The original IGE was prepared about July 12, 2018. The lowest Price Proposal, received on or about June 2, 2020, was for Seven Hundred and Eighty-Six Thousand Three Hundred and Fifty-Six Dollars (\$786,356.00). This lowest bid price received exceeds the MOU amount by \$245,755.00 [\$786,356.00 - \$540,601.00]. As additional funds are not available to meet the new cost for the project, DBH and DGS met on February 2, 2021 to scale down the Scope to meet the total cost for services under the FY 2019 MOU, which is Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00. See the attached revised SOW, and the revised Independent Government Estimate (IGE).

II. PROGRAM GOALS AND OBJECTIVES

The purpose of the MOU is to accommodate the intra-District transfer of funding from DBH to DGS to address the Design-Build services set forth in the MOU, specifically the upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

III. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under the MOU is Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00). DBH has transferred the Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS. No additional money is needed by this Addendum No. 2.

IV. DURATION OF THE MOU

The MOU was fully executed on March 5, 2019, and by an Addendum fully signed on July 2, 2020, the MOU was extended to September 30, 2020. The purpose of Addendum No. 2 is to further extend the performance period of the MOU to September 30, 2022.

Per Paragraph VI.B. of the MOU, the parties may, by prior written agreement, extend the period of the MOU by jointly exercising a maximum of a three (3) six-months option periods. The parties now hereby agree that the MOU may be extended for a maximum of four (4) six-months option year periods. Each option period may consist of half a fiscal year, a fraction thereof, or multiple fractions of a year. The exercise of each option is subject to availability of funds at the time of the exercise of the option. As stated in Paragraph III.A above, DBH has transferred Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS, and the full amount of the funds are available.

Except as provided in this Addendum No. 2, all other terms and conditions of the MOU remain unchanged and in full force and effect.


This Addendum No. 2 to the MOU will be effective as of October 1, 2020 upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Addendum No. 2 to the MOU as follows:

DEPARTMENT OF BEHAVIORAL HEALTH


Barbara Bazron, Ph.D.
Director

Date: 03/18/2021


Mark Chastang
CEO

Date: 3/19/21

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 8c53888cc25c150972262d5dab5d19cd

Keith A. Anderson
Director

Date: 04/09/2021

Attachment: 1. Copy of the MOU FY19 Addendum DBH and DGS - signed 7.2.2020
2. Copy of the FY 2019 MOU between DBH and DGS executed on
March 5, 2019

**ST. ELIZABETH'S HOSPITAL EMERGENCY POWER UPGRADE AT 1100
ALABAMA AVENUE, SE, WASHINGTON, DC**

February 9, 2021

SCOPE OF WORK

INTRODUCTION:

The District of Columbia Department of General Services (“DGS” or the “Department”) on behalf of the Department of Behavioral Services of the District of Columbia is seeking to engage a Design-Builder to design and build an upgrade to the Emergency Power System for the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540. The scope includes design, permitting, and construction services.

A. SCOPE OF WORK

The emergency power system upgrade to sections of the facility shall include but is not limited to the following:

Transfer of all existing Nutrition Services Department kitchen equipment that are presently not connected to the building’s emergency power system to emergency power.

Transfer all existing lighting fixtures that are presently on normal power to emergency power in the Intensive Therapeutic Learning Center (TLC) Dining Room Areas (Room 170.03 and Room 172.10).

Replace all existing recessed downlights in the building’s Main Entrance Intensive Side Lobby with LED lighting fixtures. Connect the new lighting fixtures to the building’s emergency power system.

The Design-Builder shall obtain all necessary permits from the DC Department of Regulatory Affairs (DCRA). Detailed information for the Basic Services required is indicated in Part C below and a summary of the basic project information is as follows:

A.1. Agency: Department of Behavioral Services

A.2. Project Location: 1100 Alabama Avenue, S.E., Washington, D.C. 20032-4540

A.3. Special requirements:

A.3.1. This work is in an occupied and very sensitive building. All work shall be coordinated so as not to disrupt existing building operations.

A.3.2. All design and construction activities shall be coordinated with the DGS Project Manager.

A.3.3. After hours and holiday work may be required to limit disturbance to existing occupants during regular business hours. No overtime will be paid for the afterhours and weekend work; therefore, bidders are requested to quote their price considering these facts.

Project Communication: DGS is available for consultation at any time during the contract. DGS encourages open lines of communication by frequent consultation via telephone, email or in person. It is the responsibility of the Design-Build contractor to document all conversations, in writing, for the project record and notify DGS of any issues that are deemed to be beyond the Scope of Work.

B. BASIC SERVICES:

The Design-Builder's Basic Services consist of all services included in this Section. It is the responsibility of the Design-Builder to provide all services necessary for the complete design and construction as identified in the scope of work. This may include, without limitation, all design and construction services related to the mechanical, electrical, fire protection, lighting, security, and other elements and services necessary to fully and properly complete the Project, and any and all other services identified in any other provision of this Contract as Basic Services. The Design-Builder recognizes, agrees and accepts that the District is relying upon it for the complete and total design implementation and administration of the Project and each Phase thereof and, notwithstanding the specific listing of services contained in this Section. A summary of the work is as follows:

B.1. Design and Permitting:

B.1.1. Prepare permit drawings as required for the scope of work identified in the Section B above.

B.1.1.1. The design-builder shall develop the initial test-fit design. This should include initial survey and production of base drawings of the existing agencies' spaces.

B.1.1.2. Once approved by the Project Manager, the full-blown design work must be carried by the Design-Builder. The design document must contain architectural, mechanical, electrical, and other special items.

B.1.1.3 Provide all services required to obtain all construction permits for the complete project. The securing of the required permits shall be performed utilizing the fastest expediting method available for Non-Complex Jobs such as "Walk-Through (Express)".

C.2 Construction: A summary of the work required includes but is not limited to the following:

C.2.1 The existing Nutrition Services Department kitchen equipment that are presently not connected to the building's emergency power system are served by existing Power Panelboards "1KH5" and "1KDL5" located in Electrical Room No. 1EL5. Panelboard "1KH5", 480Y/277V, 225A MCB is served by Switchboard "C" located in Electrical Room 1MEL2. Panelboard "1KDL5", 208Y/120V, 600A MCB is also served by Switchboard "C" located in Electrical Room 1MEL2 through a 150KVA dry-type stepdown transformer. Existing Switchboard "C" is in turn served from Substation No.2. See attached One-Line Diagram Substation #2, Drawing E403. Utilize existing 800AF/400AT Spare Circuit Breaker in Emergency Distribution Switchboard "ESWBD" (3,200A, 480Y/277V) located in the MEDIUM VOLTAGE ROOM 195.00 to provide emergency power to the existing Power Panelboards "1KH5" and "1KDL5". See attached One-Line Diagram Life Safety & Emergency Standby Power, Drawing E406 for the existing Emergency Distribution Switchboard "ESWBD". Run power feeders from the 800AF/400AT Spare Circuit Breaker to a new 400A, 480Y/277V Automatic Transfer Switch and a new Wire Trough with two (2) 400A, 480V, 3-pole S/N service-entrance-rated Safety Disconnect Switches fused at 225A. Relocate the existing Panelboard "1KH5" and existing Panelboard "1KDL5" to the new fusible disconnect switches. Provide grounding to the new ATS, wire trough and safety disconnect switches as required by the National Electrical Code (NEC).

C.2.2 In ELECTRICAL ROOM "1MEL2", install a new 100A, 3-pole circuit breaker in existing Emergency Panelboard "EP1" (600A, 480Y/277V), to serve a new 100A Emergency Lighting Panelboard in the Intensive Therapeutic Learning Center (TLC) Dining Room Areas (Room 170.03 and Room 172.10). See attached One-Line Diagram Life Safety & Emergency Standby Power, Drawing E406 for the existing Emergency Panelboard "EP1". Relocate all existing lighting circuits that are presently on normal power in these areas to the new panelboard. Voltage of the new panelboard shall match the voltage of the existing lighting fixtures. Provide a type-written panelboard schedule showing all loads served by the new panel.

C.2.3 In ELECTRICAL ROOM "2MEL5", install a new 100A, 3-pole circuit breaker in existing Emergency Panelboard "EP3" (1200A, 480Y/277V), to serve a new 100A Emergency Lighting Panelboard that will be utilized to serve the lighting fixtures in the building's Main Entrance Intensive Side Lobby area. See attached One-Line Diagram Life Safety & Emergency Standby Power, Drawing E406 for the existing Emergency Panelboard "EP3". Provide fifty-five (55) new recessed LED lighting fixtures to replace all existing recessed downlights in the area. Connect the new lighting fixtures to the new 100A Emergency Lighting Panelboard. The existing lighting fixtures are presently served by normal power

Panelboard "2LSH6", 100A, 480Y/277V, 60A MCB located in the Penthouse above the Intensive Side Lobby Main Entrance. Provide a type-written panelboard schedule showing all loads served by the new panel.

C.2.4 The facility shall remain in operation throughout construction. All construction activities shall be coordinated with the office administrator in order to minimize disruption of its operation.

C.2.5 The Contractor shall be solely responsible for verification of all existing conditions in the affected area.

C.2.6 A pre-design and pre-construction meeting will occur prior to the start of the construction. This meeting will include representatives from the DC Department of Behavioral Services, DGS Capital Construction Services, and the Contractor. The meeting is intended to identify all design aspects of the project that meets the minimum requirements of the User Agency.

C.3 Meeting Minutes: The Design-Builder shall be responsible for the generation and maintenance of all meeting minutes throughout the design and construction phases.

C.4 Reviews: The Design-Builder shall furnish all information and materials necessary to coordinate the project with the DC Department of Behavioral Services.

C.4.1 Review Comments: All review comments from DGS and/or the Agency representative will be conveyed in writing. The Design-Builder shall record all comments and maintain a master tracking log of all DGS/Agency comments received and the action taken. If the Design-Builder takes exception to a comment received from DGS or the associated Agency, the Design-Builder shall notify the PM, in writing, of the exception and shall provide documentation as to why compliance is not possible or recommended. The final decision, in every instance, remains with DGS. If the Design-Builder cannot concur, the Design-Builder shall modify the work in accordance with DGS' directive, and the comment log may be amended by the Design-Builder indicating that "*The change has been completed as directed by DGS. This modification is not in accordance with the Design-Builder professional judgment because [insert reason].*"

C.5 Document Preparation: Documents required are as follows:

Task	Printed	Electronic (DGS Prolog site)	Disk
Final Design	For DGS/Agency: • Three (3) half-size document	PDF of each sheet	AutoCAD

Drawings	sets		
Compliance (Permitting)	<p><u>For DGS/Agency:</u></p> <ul style="list-style-type: none"> • One (1) half-size document sets <p><u>For Regulatory:</u></p> <ul style="list-style-type: none"> • Submission and resubmission sets (Drawings and/or Specifications and/or Calculations and/or Forms) as may be required. 	Scanned PDF copy of all regulatory submissions (Drawings, Specifications, Calculations & Forms)	Not Red

C.6 Record Drawings:

C.6.1 Upon completion of the Construction Phase, the Design-Builder shall prepare and deliver to DGS one set of Project record drawings and specifications in an electronic format acceptable to the District, incorporating revisions made by the Design-Builder during the Construction Phase and field changes noted on the Contractor's marked-up field set.

C.6.2 The Design-Builder's contract shall not be considered complete until final record drawings are delivered to DGS.

D. DOCUMENTS AND DATA TO BE FURNISHED BY DGS

DGS will furnish the Design-Builder with an AutoCAD background file of the work areas. The Design-Builder should assume that any existing condition information contained in that AutoCAD file is limited and may not accurately reflect the existing conditions and should be used for information purposes only. As part of this project scope, it is the responsibility of the Design-Builder to visit the site and be responsible for performing a visual field verification of the actual existing conditions and develop reference drawings as required.

E. PERFORMANCE PERIOD OF THE CONTRACT:

All work shall be completed within **two hundred and seventy (270) calendar days** from the date of receipt of Notice to Proceed.

F. BUILDING ACCESS AND WORKING HOURS:

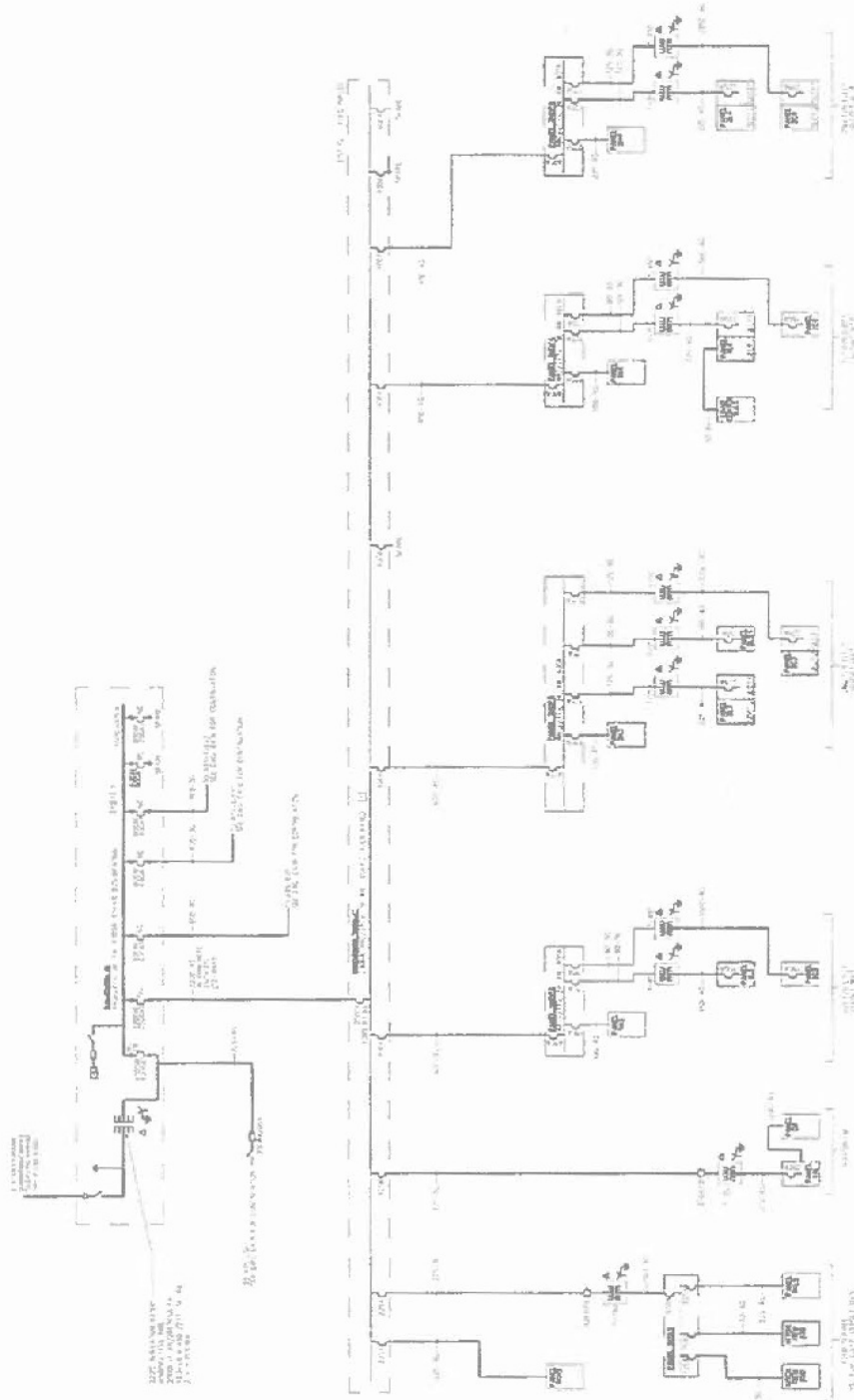
F.1. All construction work must be performed not disturbing the tenant of the building. Any work that create dust, fumes and smells must be carried out during the close of business hours or weekends. No overtime will be paid for the afterhours and weekend work; therefore, bidders are requested to quote their price considering these facts.

F.2. Building is a restricted property and contractor should get advance permission/pass to work in the building during the off-hours and weekends. The building loading docks are operational only during the business hours, if contractor plans to bring their construction materials during the closing hours of loading dock; they should make necessary arrangement with the Building Manager.

G. PRE-PROPOSAL CONFERENCE

Pre-proposal Conference is mandatory. No offer will be accepted from any Vendor who did not participate in the Pre-proposal Conference.

End of SCOPE OF WORK



GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA ELECTRICAL CODE (DCEC).
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA FIRE ALARM AND SIGNAL CODE (DCFASC).
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLUMBING AND MECHANICAL CODE (DCPMC).
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA BUILDING CODE (DCBC).

EYP

Electrical Engineering
 1000 15th Street NW
 Suite 1000
 Washington, DC 20004
 Phone: (202) 462-1000
 Fax: (202) 462-1001
 Website: www.eyp.com

KEY NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA ELECTRICAL CODE (DCEC).
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA FIRE ALARM AND SIGNAL CODE (DCFASC).
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA PLUMBING AND MECHANICAL CODE (DCPMC).
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA BUILDING CODE (DCBC).

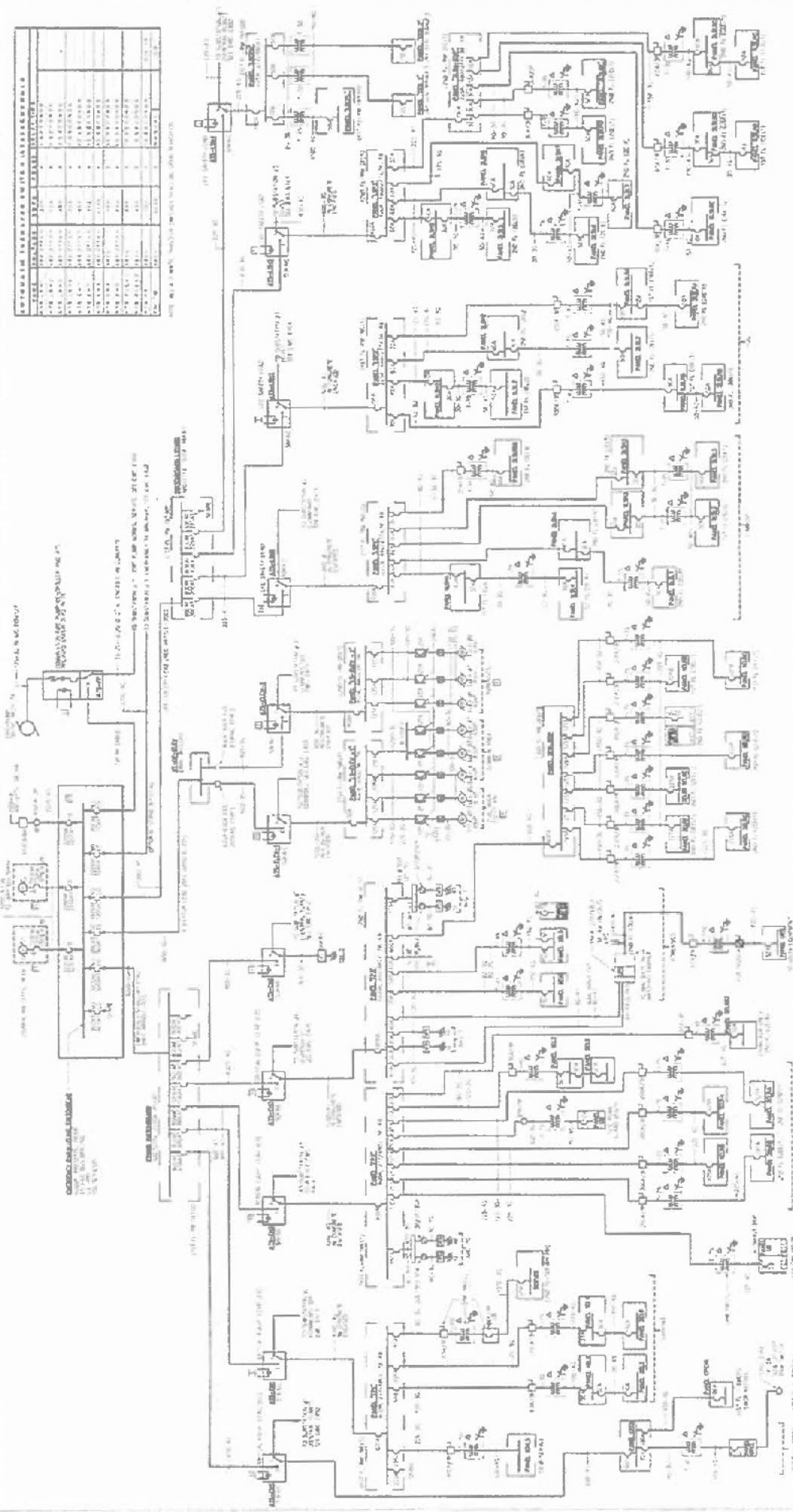
REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/15/10
2	ISSUED FOR CONSTRUCTION	08/15/10
3	ISSUED FOR AS-BUILT	08/15/10

**District of Columbia
 Department of Mental Health**
 Sakai Geriatrics
 North Hospital & Convalescent
 Washington, DC

DATE: 08/15/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

NO.	REVISION	DATE	BY	CHKD.	DESCRIPTION
1	AS BUILT	11/15/05
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DISTRICT OF COLUMBIA
 DEPARTMENT OF MENTAL HEALTH
 SAM ELLIOTT
 NEW HOSPITAL & CONSULTATION



- REVISIONS**
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GENERAL NOTES
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EYP/
 ENGINEERING
 ARCHITECTURE
 PLANNING
 CONSULTANTS

the

AF INSTALLATION (For which Project is prepared)

Project St. Elizabeth's Hospital Emergency Power System Upgrade

PROJECT NUMBER:				DESCRIPTION: Provide Emergency Power to Sections of the Hospital				
NAME OF PERSON PREPARING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON PREPARING COST ESTIMATE			DATE	
Nnoli, Emmanuel C., P.E.				Department of General Services - Construction Services Div.			9-Feb-21	
NAME OF PERSON CHECKING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON CHECKING COST ESTIMATE			DATE	
Venson, Alvin D.				DC Department of Behavioral Health/St. Elizabeth's Hospital			9-Feb-21	
ITEM NO.		UOM	QTY	MATERIAL		LABOR		TOTAL ITEM COST
				UNIT	TOTAL	UNIT	TOTAL	
A	Electrical Materials & Labor		QTY					
1	Automatic Transfer Switch, 400A, 480v, 3-pole	EA	1	\$19,500.00	\$19,500.00	\$3,500.00	\$3,500.00	\$23,000.00
2	Safety Switch, 400A, 480v, 3-pole	EA	2	\$9,500.00	\$19,000.00	\$2,590.00	\$5,180.00	\$24,180.00
3	Power Panel, 480Y/277v, 100A MCB, 30 poles	EA	2	\$9,500.00	\$19,000.00	\$3,950.00	\$7,900.00	\$26,900.00
4	Circuit Breaker Bolt-on, 400A, 480v, 3-pole	EA	1	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$5,150.00
5	Circuit Breaker, Bolt-on, 100A, 480v, 3-pole	EA	2	\$2,500.00	\$5,000.00	\$1,200.00	\$2,400.00	\$7,400.00
6	Wiring Trough Steel, Clamp Cover, 6" x 6", 60" Long	EA	1	\$1,500.00	\$1,500.00	\$550.00	\$550.00	\$2,050.00
7	Remove existing Lighting Fixtures in the Main Entrance of the Intensive TLC Lobby	LOT	1	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$13,000.00
8	Provide new LED Recessed Lighting Fixtures in the Main Entrance of the Intensive TLC Lobby	EA	55	\$950.00	\$52,250.00	\$350.00	\$19,250.00	\$71,500.00
9	Relocate existing Lighting Circuits in the Intensive TLC Area to the new 100A, 480Y/277v Emergency	LOT	1	\$12,500.00	\$12,500.00	\$8,500.00	\$8,500.00	\$21,000.00
10	500 Kcmil CU THHN, 600v Cable	CLF	15	\$1,950.00	\$29,250.00	\$650.00	\$9,750.00	\$39,000.00
11	350 Kcmil CU THHN, 600v Cable	CLF	10	\$1,650.00	\$16,500.00	\$550.00	\$5,500.00	\$22,000.00
12	#8 AWG CU THHN, 600v Cable	CLF	12	\$350.00	\$4,200.00	\$275.00	\$3,300.00	\$7,500.00
13	Insulated Ground Wire, CU #1/0	CLF	13	\$875.00	\$11,375.00	\$375.00	\$4,875.00	\$16,250.00
14	Insulated Ground Wire, CU #8	CLF	6	\$330.00	\$1,980.00	\$275.00	\$1,650.00	\$3,630.00
15	3/4" EMT Conduit	LF	100	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$4,000.00
16	2-1/2" EMT Conduit	LF	200	\$45.00	\$9,000.00	\$45.00	\$9,000.00	\$18,000.00
17	4" EMT Conduit	LF	400	\$60.00	\$24,000.00	\$55.00	\$22,000.00	\$46,000.00
18	Miscellaneous Electrical Materials	EA	10	\$550.00	\$5,500.00	\$225.00	\$2,250.00	\$7,750.00
19	Sub-Total Electrical Material & Labor				\$239,055.00		\$119,255.00	\$358,310.00
B	Architect/Engineer Soft Costs @ 10% of Total Construction Cost	LOT	1					\$35,831.00
C	Permitting Services Cost	LOT	1					\$20,000.00
D	Sub Total of the above (Items A, B & C)							\$414,141.00
E	Contingency							
	10% Contingency							\$41,414.00
F	Contractors GC/GR/Existing Conditions/Profit/Bonds							\$85,046.00
G	Total Cost Estimate (Items D, E & F)							\$540,601.00

FOR OFFICIAL USE ONLY (When Filled In)

JR
12-16-19

DLRS# 2886

Office of the Director

DATE: December 9, 2019



DUE DATE: ASAP
DEADLINE DATE: _____
 Expedite Process
SE-FY 20-CCD1145-2191

SUBJECT:	Addendum to FY2019 MOU between Department of Behavioral Health and Department of General Services to upgrade emergency electrical power system for sections of St. Elizabeths Hospital		
ORIGINATOR:	NAME: Cassandra White PHONE NUMBER: 202-671-1307		
TITLE	NAME	Director Received Date:	
		INITIAL	DATE
Training Specialist	VENOLA JOHNSON		
Applicable Associate Director	<input type="checkbox"/> PAUL BLACKMAN	<i>[Signature]</i>	12/12/19
Resource Allocation	WANDA JONES	<i>[Signature]</i>	12/16/19
Chief Operating Officer	YOHANCE FULLER	<i>[Signature]</i>	12/17/19
Chief Administrative Officer	MICHELLE DEE	<i>[Signature]</i>	12/18/19
Agency Fiscal Officer	HENRY WONG	<i>[Signature]</i>	for HW 1/22/20
Supervisory Attorney (Legal Sufficiency)	<input type="checkbox"/> BETH-SHERRI AKYEREKO	KW	
	<input type="checkbox"/> CHARLES BROWN		
	<input type="checkbox"/> KATHERINE JOUGH		
	<input type="checkbox"/> KRISTEN WALP		
	<input type="checkbox"/> VAUGHN ADAMS		
General Counsel	[REDACTED]	XB	
Chief of Staff	[REDACTED]		
Director	KEITH A. ANDERSON	KA	

Summary:

Addendum to FY2019 MOU between Department of Behavioral Health and Department of General Services to upgrade emergency electrical power system for sections of St. Elizabeths Hospital to extend from Sept 2019 to Sept 2020

For all documents:

Title of Document: Addendum to the FY2019 Memorandum of Understanding Between The Department of Behavioral Health (DBH) and The Department of General Services (DGS)
Contracting Party (if applicable):

Date Document Executed: _____

ELMO

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



MEMORANDUM TO THE DIRECTOR

TO: Keith A. Anderson
Director

THROUGH: Paul Blackman, Jr.
Deputy Director
Capital Construction Services

FROM: Gbolahan Aganga Williams *[Signature]*
Executive Program Manager
Capital Construction Services
12-9-19

RE: **Addendum to the FY 2019 MOU between DGS and DBH for Upgrade to the Emergency Electrical Power System of the St. Elizabeth's Hospital**

DATE: December 09, 2019

PURPOSE OF MEMORANDUM

This Memorandum of Understanding (MOU) between Department of General Services (DGS) and Department of Behavioral Health (DBH), referred to herein as the "Parties", allows DGS to obtain Design-Build Services for Upgrade to the Emergency Electrical Power System for St. Elizabeth's Hospital.

EXECUTIVE SUMMARY

On March 5, 2019, the Parties entered into an MOU pursuant to which DBH transferred \$540,601.00 via Intra-District transfer to DGS for Upgrade to the Emergency Electrical Power System for St. Elizabeth's Hospital. This transfer covered the cost of the project's design, construction, monitoring and project management, including inspections, permitting, and the purchase, commissioning and installation of equipment.

The March 5, 2019 MOU expired on September 30, 2019, before the project could be solicited and built. The purpose of this Addendum to the FY 2019 MOU is to extend the performance period of the MOU to September 30, 2020, to enable DGS complete the program.

RECOMMENDATIONS

Please review and sign the Addendum to the MOU document. This will enable DGS to engage a Design-Build company for necessary design and construction services for the project.

NEXT STEP

Once the Addendum to the FY 2019 MOU is approved, DGS will proceed with the completion of the program.

ATTACHMENTS

1. Addendum to the FY 2019 MOU between DBH and DGS
2. The Expired FY 2019 MOU between DBH and DGS

COMMENTS FROM THE DIRECTOR

[For briefings:]

___ Inform the Mayor's Office about this issue.

___ Do the following: _____

___ Get me additional information: _____

[For scheduling requests:]

___ Place this scheduling request on my calendar.

___ Ask the Deputy Director or other senior official to attend in my place.

___ Reject the scheduling request.

**ADDENDUM TO THE FY 2019 MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
AND
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

I. INTRODUCTION

The purpose of this Addendum to the Memorandum of Understanding (MOU) between the Department of Behavioral Health (DBH or "Buyer"), and the Department of General Services (DGS or "Seller"), executed on March 5, 2019, for the Upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540, is to extend the period of the MOU until September 30, 2020. The MOU will expire on September 30, 2019 before the job could be solicited and built. Additional time is needed to complete the program.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of the FY2019 MOU is to accommodate the intra-District transfer of funding from DBH to DGS to address the Design-Build services set forth in the MOU, specifically the upgrade of the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

III. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under the expiring FY 2019 MOU shall not exceed Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00). DBH has transferred the Five Hundred and Forty Thousand Six Hundred and One Dollars (\$540,601.00) to DGS. These are Capital Dollars. Since Capital Dollars are being used to fund this MOU, payment and performance may occur in more than one fiscal year.

IV. DURATION OF THE MOU

The FY 2019 MOU was fully executed on March 5, 2019, and by the terms of the document will expire on September 30, 2019. This Addendum is to request that the performance period of the MOU be extended to September 30, 2020.

Per Paragraph VI.B. of the expiring FY 2019 MOU – The parties may extend the term of this MOU by exercising a maximum of three (3) six month option periods. The exercise of this option is subject to availability of funds at the time of the exercise of the option. As stated in Paragraph III.A above, DBH has transferred Five Hundred and Forty

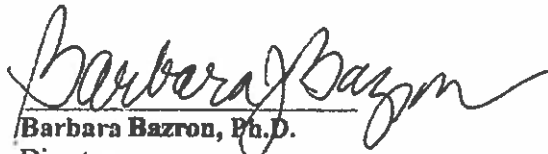
Thousand Six Hundred and One Dollars (\$540,601.00) to DGS, and the full amount of the funds are available.

Except as provided in this Addendum, all other terms and conditions of the MOU remain unchanged and in full force and effect.

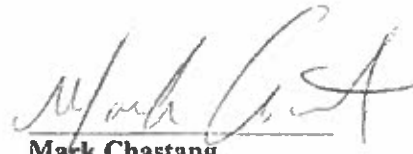
This Addendum to the FY 2019 MOU will be effective immediately upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Amendment to the FY 2019 MOU as follows:

DEPARTMENT OF BEHAVIORAL HEALTH


Barbara Bazron, Ph.D.
Director

Date: Dec 2, 2019


Mark Chastang
CEO

Date: 11/25/19

DEPARTMENT OF GENERAL SERVICES


Keith A. Anderson

Keith A. Anderson
Director

Date: July 02, 2020

Attachment: Copy of the FY 2019 MOU between DBH and DGS executed on March 5, 2019

DLRS# 2304



Office of the Director
 Date: January 25, 2018
 SE-FY2019-CCS-1145-1883
 DUE DATE: ASAP

SUBJECT:		DBH request DGS to manage Design Build services to upgrades the Emergency Electrical Power System for sections of the Saint Elizabeth's Hospital located at 1100 Alabama Ave. SE Washington DC \$540,601			
TITLE	NAME	REQUIRED ACTION(S)	Received:	INITIAL	DATE
Director	KEITH A. ANDERSON	<input type="checkbox"/> Signature/Approval <input type="checkbox"/> Copied		<i>KA</i>	02/5/19
Chief of Staff	KWELLI SNEED	<input type="checkbox"/> Approval <input type="checkbox"/> Copied		<i>KS</i>	3/4/19
Interim General Counsel	BETH-SHERRI AKYEROKO		See signature next page		
Supervisory Attorney (if applicable)	<input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input checked="" type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS	Approval		<i>KPW</i>	2/14/19
Applicable Division's Chief	<input type="checkbox"/> ENDREBA FRAZIER <input type="checkbox"/> MICHAEL JELEN <input type="checkbox"/> TOMMY JONES <input checked="" type="checkbox"/> YOHANCE FULLER	Approval		<i>YSF</i>	2/13/19
Applicable Associate Director	<input type="checkbox"/> CONAN BRUCE <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> ZACH DOBELBOWER	Approval		<i>DF</i>	1/20/19
For HR, MOUs, funding, reprogramming and budget-related routings:					
- Chief Administrative Officer	ANGELA GRAY	Approval			
- Resource Allocation	ROBERT SEABROOKS	Approval		<i>RS</i>	2-14-19
- COO	YOHANCE FULLER	Approval			
TRAINING SPECIALIST	BONNIE ROCK	<input type="checkbox"/> Approval <input type="checkbox"/> Copied			

Name of Originator/Division: Kristal Worham Phone Number: 202-698-4148

Summary:
 DBH to Intra-District Funds \$540,601 to DGS CCS for procurement and oversight of Design-Build Services to upgrade the Emergency Electrical Power System at Saint Elizabeth's Hospital.

DLRS# _____



For all documents:
Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:
Realty Specialist:

Attorney Assigned (if applicable):

District as: Landlord Tenant Licensee Licensor Declarant
 Permitter Permittee Grantee Grantor Other

Type of Document: In-Lease Amendment to In-Lease In-License Out-License
 Out-Lease Amendment to Out-Lease MOU LOI
 ANC Letter Other
_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

ELMO

The DGS Office of the General Counsel has reviewed and approved the attached document for legal sufficiency.

Beth Sherri Akyereko
Beth-Sherri Akyereko, Interim General Counsel


3/4/19
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



MEMORANDUM TO THE DIRECTOR

TO: Keith A. Anderson, Director, Department of General Services

FROM: Paul Blackman, Jr., Deputy Director, Capital Construction Services 

RE: MOU between DBH/St. Elizabeths Hospital and DGS for Emergency Electrical Power System (\$540,601)

DATE: January 25, 2018

PURPOSE OF MEMORANDUM

This MOU between DGS and Department of Behavioral Health (DBH) allows DGS to procure and oversee Design-Build Services for the Upgrade to the Emergency Electrical Power System at the St. Elizabeth's Hospital.

EXECUTIVE SUMMARY

The purpose of this MOU is to accommodate the intra-District transfer of funding from DBH to DGS for the Upgrade to the Emergency Electrical Power System at the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540. The MOU will cover AE Title I and Title II Architectural Engineering Services, associated DGS-CCS Project Management costs, and construction costs. The Design-Build contractor will provide all services necessary for the complete design and construction as identified in the scope of work in the amount of \$540,601.00.

RECOMMENDATIONS

Please review and sign the MOU document. This will allow the funds to be transferred to DGS, and DGS can engage a Design-Build company for necessary design and construction services for the new fiscal year that started on October 1, 2018.

NEXT STEP

Once the MOU is approved, DBH will transfer the funds associated with the MOU to DGS for the Architectural Engineering and Construction Services.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



ATTACHMENTS

*MOU between DGS and DBH

COMMENTS FROM THE DIRECTOR

[For briefings:]

___ Inform the Mayor's Office about this issue.

___ Do the following: _____

___ Get me additional information: _____

[For scheduling requests:]

___ Place this scheduling request on my calendar.

___ Ask the Deputy Director or other senior official to attend in my place.

___ Reject the scheduling request.

**ORIGINAL
MOU**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF BEHAVIORAL HEALTH (DBH/SAINT ELIZABETHS HOSPITAL)
AND
THE DEPARTMENT OF GENERAL SERVICES
FOR EMERGENCY ELECTRICAL POWER SYSTEM (\$540,601)**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department of Behavioral Health (DBH or "Buyer"), and the Department of General Services (DGS), the seller agency (DGS or "Seller"), collectively referred to herein as the "Parties."

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to accommodate the intra-District transfer of funding from DBH to DGS for needed upgrade to the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

The total project costs shall be funded solely by DBH. DBH shall transfer Five Hundred Forty Thousand, Six Hundred and One Dollars (\$540,601.00) cost of Design Services, Construction Services, Monitoring and Project Management Services to include inspections and permitting, Purchase, Installation and Commissioning of the equipment.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purpose of this MOU expeditiously and economically, the Parties do hereby agree:

A. OBLIGATIONS/RESPONSIBILITIES

Pursuant to the terms and conditions of this MOU, DGS hereby agrees to oversee and manage the needed upgrade to the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital.

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- i. Project Management and oversight will be provided by (DGS) for needed upgrade to the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.
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- i. **Funding of Program Personnel to Support Projects.** DBH shall only fund positions providing services to DBH. DBH shall include funding for personnel service in the costs totaling approximately Five Hundred Forty Thousand, Six Hundred and One Dollars (\$540,601.00) for the Management of Procurement/Solicitation of Design and Construction Services, Monitoring and Project Management Services to include inspections and permitting, Purchase, Installation and Commissioning of the equipment, and for personnel as shown below:
 - a. (1) Project Manager
 - b. (1) Supervisory Project Manager

IV. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed Five Hundred Forty Thousand, Six Hundred and One Dollars (\$540,601.00).
2. The estimated cost of services under this MOU is based upon an estimate developed by DGS based on the most current market cost of the required equipment.
3. In the event of termination of the MOU, repayment of any amounts to DBH shall be held in abeyance until all required fiscal reconciliation has been completed, but not later than September 30, 2019.

B. PAYMENT

1. Payment for all of the goods and services shall be made through an Intra-District advance by DBH to DGS based on the total amount of this MOU.
2. Advances to DGS for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
3. DGS shall relieve the advance and bill DBH through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DGS shall return any excess advance to DBH by September 30th of the next fiscal year.
4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.
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7. DGS shall establish methods in SOAR so that funds may be independently tracked.
8. If the actual proportionate funds required are less than anticipated, DGS shall grant a refund to the Buyer.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

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This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the DBH Director or his/her designee.

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- A. The MOU shall remain in force, unless terminated earlier pursuant to Section XII herein, until September 30, 2019.
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DGS may enter into any contracts, delegations, assignments or such other agreements as authorized by applicable laws and regulations that DGS determines necessary to carry out the purposes of this MOU. DGS may assign all or any part of this MOU to one or more of its subsidiaries or partner agencies.

VIII. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by DGS in furtherance of this MOU. DGS' administration of the expenditures and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DGS shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and upon the DBH's request, make these documents available for inspection by duly authorized representatives of OCFO and other officials as may be specified by the DBH in its sole discretion.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement executed by the parties.

XII. PROVISIONS FOR TERMINATION

Either DGS or DBH may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Party, when it is in the best interest of either Party to do so, based on the following grounds:

- (1) Lack of funding;
- (2) Changes in applicable laws;
- (3) Changes in the structure or nature of the program or Project; or
- (4) Elimination of the program, service or project supported by this MOU.

Such termination shall not be deemed a breach of the MOU. In the event that termination of this MOU occurs prior to completion of the Project, DGS will render the site safe and free of hazardous conditions and the costs thereof and any sums due under any contracts entered into by DGS with respect to the Project shall be an expense of the Project payable under this MOU.

XIII. AUTHORITY FOR MOU
D.C. Official Code § 1-301.01(k).

XIV. If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.0 I. *et seq.*) to procure the goods or services.

XV. NOTICE

The following individuals are the Point of Contact (POC) for each Party under this MOU:

For DBH
Alvin David Venson
Director of Facilities
DC Department of Behavioral
Health/SEH
1100 Alabama Avenue, S.E.
Washington, DC 20032
Tel: 202.299.5457
Fax: 202.561.6935
Email: Alvin.Venson@dc.gov

For DGS:
Emmanuel Nnoli, PE
Project Manager Government Centers Cluster
Construction Division
1250 U Street, N.W., 4th Floor
Washington, DC 20009
Office: (202) 727-6223
Mobile: (202) 345-0593
Email: emmanuel.nnoli@dc.gov

XV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.


IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:
DEPARTMENT OF GENERAL SERVICES



Keith A. Anderson
Director

Date: 03/05/19

DEPARTMENT OF BEHAVIORAL HEALTH



LaQuandra Nesbitt, M.D., M.P.H.
Interim Director

Date: 12/21/18



Mark Chastang
CEO

Date: 01/14/18



INTRA-DISTRICT STANDARD REQUEST FORM
Continuation of the Request of Columbia



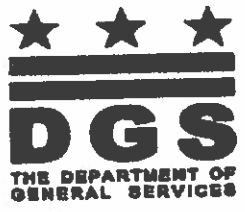
FRONT COVER	
IDU NUMBER: _____	DATE OF MDU: 10/12/2018 - 06/30/2019
CALLER INFORMATION	
AGENCY: _____	AGENCY CODE: _____
NAME OF CONTACT: _____	
ADDRESS: _____	
TELEPHONE #: _____	
FAX #: _____	
AUTHORIZING OFFICER: _____	DATE: _____
Agency Use Only ENTER INFORMATION	
AGENCY: <u>Department of Behavioral Health</u>	AGENCY CODE: <u>028</u>
NAME OF CONTACT: <u>Jesse Jiles</u>	
ADDRESS: <u>98 New York Avenue, NE, Second Floor</u>	
<u>Washington, DC 20002</u>	
TELEPHONE #: <u>(202) 871-8211</u>	
FAX #: <u>(202) 871-8801</u>	
AUTHORIZING OFFICER: _____	DATE: <u>1/20/19</u>
<small>Approved Officer</small>	
PLEASE NEXT PAGE FOR OCCASION/VICES DESCRIPTION AND FUNDING INFORMATION	

DC&CO PROJECT BUDGET AND FUNDING REPORT		ST. ELIZABETH'S HOSPITAL EMERGENCY POWER UPGRADE	
Name of Project as shown on Status Report:		Contact: Alvin D. Vernon	
Using Agency: Department of Behavioral Services (DBS)		DCAM XXXX	
Brief Project Description: Provide Emergency Electrical Power to Sections of the Hospital - 1100 Alabama Avenue, SE Washington, DC 20032.			
Project Start/Closeout: Unknown		DCAM XXXX	
Contract Number: XXXXXXXXXX			
Project Number: XXXXXX			
Existing PO Numbers: XXXXXX			
Insert whole number in rows 15-41 and row 48, w/out comma, \$, or decimal point. Each activity must have an entry. N/A is OK.			
Activity	Estimated or Actual Cost	Modifier	Project Baseline Notes
Land Acquisition			
Pre-design (if applicable)		Hard need	
A/E Title 1 Services	\$100,000	<4.5 - 11.5% of construction cost	0.10
A/E Title 2 Services	\$47,000	1/3 of Title 1 & 20% of Total A/E	0.05
Design Contingency	\$0	10% of construction contingency	0.10
Peer Review	\$0	10% of construction contingency	0.07
% of Sum of Title 1, 2 and DCs Conting		5-8% of Sum of Title 1, 2 and DC	
Subtotal Pre-Construction	\$148,000		
DBS Personnel Services -- Pre-Construction	\$14,800	10% of Subtotal Pre-Construction	0.10
TOTAL PRE-CONSTRUCTION	\$162,800		
Construction Contingency (6-10% of construction)	\$90,000	6-10% of Construction	0.08
Construction Manager Services	\$0	6-10% of Construction	0.08
OCTO V/D System	\$0	1% of Construction	0.01
Security System	\$0	1% of construction cost	0.01
FF&E	\$0	3% of construction (\$4700/yr)	0.03
Commissioning/DeCommissioning	\$9,192	% of construction cost (three)	0.03
Move	\$0	# of FTEs	
Subtotal Construction	\$99,192		
DBS Personnel Services -- Construction	\$9,919	10% of Construction	0.10
TOTAL CONSTRUCTION	\$109,111		
Project Budget Total (Sum of all the items)	\$271,911	% of construction cost	1.78
AVAILABLE FUNDED: Input Number (from OFRM reports)			
Budget Shortfall / Overage (Total - Available)	(\$40,001.00)		
		Total A/E Services	\$148,000 48.59 % of Const.

PROJECT COST ESTIMATE								
Project: St. Elizabeth's Hospital Emergency Power Upgrade				Provide Emergency Power for Building #100-11000				
Contract No.:				Department of General Services - Construction Services Div				12-Jul-18
Contract Description:				Department of Behavioral Health/St. Elizabeth's				12-Jul-18
ITEM NO	DESCRIPTION	UOM	QTY	MATERIAL		LABOR		TOTAL ITEM COST
				UNIT	TOTAL	UNIT	TOTAL	
Electrical								
1	Automatic Transfer Switch, 800A, 480v, 3-pole	EA	1	\$11,275.00	\$11,275.00	\$1,350.00	\$1,350.00	\$12,625.00
2	Automatic Transfer Switch, 400A, 480v, 3-pole	EA	1	\$6,950.00	\$13,860.00	\$664.00	\$1,328.00	\$15,188.00
3	Safety Switch, 800A, 480v, 3-pole, fused	EA	1	\$7,506.00	\$7,506.00	\$1,023.00	\$1,023.00	\$8,529.00
4	Safety Switch, 400A, 480v, 3-pole, fused	EA	3	\$4,043.00	\$12,129.00	\$915.00	\$2,805.00	\$14,934.00
5	Power Panel, 480Y/277v, 100A MCCB, 50 poles	EA	2	\$6,150.00	\$12,300.00	\$2,550.00	\$5,060.00	\$17,360.00
6	Circuit Breaker, bolt-on, 800A, 480v, 3-pole	EA	1	\$4,000.00	\$4,000.00	\$660.00	\$660.00	\$4,660.00
7	Circuit Breaker, bolt-on, 400A, 480v, 3-pole	EA	1	\$2,500.00	\$2,500.00	\$495.00	\$495.00	\$2,995.00
8	Circuit Breaker, bolt-on, 100A, 480v, 3-pole	EA	2	\$1,750.00	\$3,500.00	\$391.00	\$782.00	\$4,282.00
9	Wiring Trough Steel, Clamp Cover, 6" x 6", 60" long	EA	1	\$400.00	\$400.00	\$250.00	\$250.00	\$650.00
10	Remove Existing Recessed Lighting Fixtures in the Main Entrance Intensive Side Lobby	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$6,000.00
11	Provide New Lighting Fixtures in the Main Entrance Intensive Side Lobby	EA	25	\$450.00	\$11,250.00	\$250.00	\$8,750.00	\$20,000.00
12	Connect New Lighting Fixtures in the Main Lobby to New Emergency Panel	LS	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$10,000.00
13	Relocate Existing Lighting Circuits in the T.I.C Area to New Emergency Panel	LS	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$10,500.00
16	500 Kcmil CU THHN, 600V Cable	CLF	13	\$215.00	\$9,295.00	\$385.00	\$5,005.00	\$14,300.00
17	350 Kcmil CU THHN, 600V Cable	CLF	8	\$605.00	\$4,840.00	\$330.00	\$2,640.00	\$7,480.00
18	Insulated ground wire, copper #10	CLF	7	\$330.00	\$2,310.00	\$275.00	\$1,925.00	\$4,235.00
19	Insulated ground wire, copper #8	CLF	5	\$193.00	\$965.00	\$150.00	\$750.00	\$1,715.00
20	3/4" EMT Conduit	LF	500	\$7.00	\$3,500.00	\$12.00	\$6,000.00	\$9,500.00
21	2-1/2" EMT Conduit	LF	400	\$25.00	\$10,000.00	\$20.00	\$8,000.00	\$18,000.00
22	4" EMT Conduit	LF	200	\$35.00	\$7,000.00	\$25.00	\$17,500.00	\$24,500.00
23	Miscellaneous Electrical Devices	EA	15	\$350.00	\$5,250.00	\$150.00	\$2,250.00	\$7,500.00
Total Material & Labor					\$159,080.00		\$82,073.00	\$241,153.00
Overhead & Profit								
10% Overhead								\$24,115.30
Sub-Total								\$265,268.30
10% Profit								\$26,526.83
Total								\$291,795.13
5% Contingency								\$14,589.76
Overall Electrical Cost								\$306,384.89

FOR OFFICIAL USE ONLY (When Filled In)

DLRS# 2304



Office of the Director
 Date: January 25, 2018
 SE-FY2019-CCS-1145-1883
 DUE DATE: ASAP

SUBJECT:		DBH request DGS to manage Design Build services to upgrades the Emergency Electrical Power System for sections of the Saint Elizabeth's Hospital located at 1100 Alabama Ave. SE Washington DC \$540,601			
TITLE	NAME	REQUIRED ACTION(S)	Received: 3/9/19		
			N/A	INITIAL DATE	
Director	KEITH A. ANDERSON	<input type="checkbox"/> Signature/Approval <input type="checkbox"/> Copied		<i>KA</i> 02/5/19	
Chief of Staff	KWELLI SNEED	<input type="checkbox"/> Approval <input type="checkbox"/> Copied		<i>KS</i> 3/4/19	
Interim General Counsel	BETH-SHERRI AKYEREKO			See signature next page	
Supervisory Attorney (if applicable)	<input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input checked="" type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS	Approval		<i>KPW</i> 2/14/19	
Applicable Division's Chief	<input type="checkbox"/> ENDREA FRAZIER <input type="checkbox"/> MICHAEL JELEN <input type="checkbox"/> TOMMY JONES <input checked="" type="checkbox"/> YOHANCE FULLER	Approval		<i>YSF</i> 2/13/19	
Applicable Associate Director	<input type="checkbox"/> CONAN BRUCE <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> ZACH DOBELBOWER	Approval		<i>DF</i> 1/28/19	
For HR, MOUs, funding, reprogramming and budget-related routings:					
- Chief Administrative Officer	ANGELA GRAY	Approval			
- Resource Allocation	ROBERT SEABROOKS	Approval		<i>RS</i> 2-14-19	
- COO	YOHANCE FULLER	Approval			
TRAINING SPECIALIST	BONNIE ROCK	<input type="checkbox"/> Approval <input type="checkbox"/> Copied			

Name of Originator/Division: Kristal Workham Phone Number: 202-698-4148

Summary:
 DBH to Intra-District Funds \$540,601 to DGS CCS for procurement and oversight of Design-Build Services to upgrade the Emergency Electrical Power System at Saint Elizabeth's Hospital.

DLRS# _____



For all documents:
Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:
Realty Specialist:

Attorney Assigned (if applicable):

District as: Landlord Tenant Licensee Licensor Declarant
 Permitter Permittee Grantee Grantor Other

Type of Document: In-Lease Amendment to In-Lease In-License Out-License
 Out-Lease Amendment to Out-Lease MOU LOI
 ANC Letter Other
_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

ELMO

The DGS Office of the General Counsel has reviewed and approved the attached document for legal sufficiency.

Beth Sherri Akyereko
Beth-Sherri Akyereko, Interim General Counsel

3/4/19
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



MEMORANDUM TO THE DIRECTOR

TO: Keith A. Anderson, Director, Department of General Services

FROM: Paul Blackman, Jr., Deputy Director, Capital Construction Services

RE: MOU between DBH/St. Elizabeths Hospital and DGS for Emergency Electrical Power System (\$540,601)

DATE: January 25, 2018

PURPOSE OF MEMORANDUM

This MOU between DGS and Department of Behavioral Health (DBH) allows DGS to procure and oversee Design-Build Services for the Upgrade to the Emergency Electrical Power System at the St. Elizabeth's Hospital.

EXECUTIVE SUMMARY

The purpose of this MOU is to accommodate the intra-District transfer of funding from DBH to DGS for the Upgrade to the Emergency Electrical Power System at the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540. The MOU will cover AE Title I and Title II Architectural Engineering Services, associated DGS-CCS Project Management costs, and construction costs. The Design-Builder will provide all services necessary for the complete design and construction as identified in the scope of work in the amount of \$540,601.00.

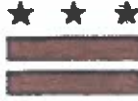
RECOMMENDATIONS

Please review and sign the MOU document. This will allow the funds to be transferred to DGS, and DGS can engage a Design-Build company for necessary design and construction services for the new fiscal year that started on October 1, 2018.

NEXT STEP

Once the MOU is approved, DBH will transfer the funds associated with the MOU to DGS for the Architectural Engineering and Construction Services.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



ATTACHMENTS

*MOU between DGS and DBH

COMMENTS FROM THE DIRECTOR

[For briefings:]

___ Inform the Mayor's Office about this issue.

___ Do the following: _____

___ Get me additional information: _____

[For scheduling requests:]

___ Place this scheduling request on my calendar.

___ Ask the Deputy Director or other senior official to attend in my place.

___ Reject the scheduling request.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF BEHAVIORAL HEALTH (DBH/SAINT ELIZABETHS HOSPITAL)
AND
THE DEPARTMENT OF GENERAL SERVICES
FOR EMERGENCY ELECTRICAL POWER SYSTEM (\$540,601)**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department of Behavioral Health (DBH or "Buyer"), and the Department of General Services (DGS), the seller agency (DGS or "Seller"), collectively referred to herein as the "Parties."

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to accommodate the intra-District transfer of funding from DBH to DGS for needed upgrade to the Emergency Electrical Power System for sections of the St. Elizabeth's Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

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A. OBLIGATIONS/RESPONSIBILITIES

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1. Obligations/Responsibilities of DGS.

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DGS may enter into any contracts, delegations, assignments or such other agreements as authorized by applicable laws and regulations that DGS determines necessary to carry out the purposes of this MOU. DGS may assign all or any part of this MOU to one or more of its subsidiaries or partner agencies.

VIII. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments or other agreements entered into by DGS in furtherance of this MOU. DGS' administration of the expenditures and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DGS shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and upon the DBH's request, make these documents available for inspection by duly authorized representatives of OCFO and other officials as may be specified by the DBH in its sole discretion.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Parties.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement executed by the parties.

XII. PROVISIONS FOR TERMINATION

Either DGS or DBH may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Party, when it is in the best interest of either Party to do so, based on the following grounds:

- (1) Lack of funding;
- (2) Changes in applicable laws;
- (3) Changes in the structure or nature of the program or Project; or
- (4) Elimination of the program, service or project supported by this MOU.

Such termination shall not be deemed a breach of the MOU. In the event that termination of this MOU occurs prior to completion of the Project, DGS will render the site safe and free of hazardous conditions and the costs thereof and any sums due under any contracts entered into by DGS with respect to the Project shall be an expense of the Project payable under this MOU.

XIII. AUTHORITY FOR MOU
D.C. Official Code § 1-301.01(k).

XIV. If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.0 I. *et seq.*) to procure the goods or services.

XV. NOTICE
The following individuals are the Point of Contact (POC) for each Party under this MOU:

For DBH
Alvin David Venson
Director of Facilities
DC Department of Behavioral
Health/SEH
1100 Alabama Avenue, S.E.
Washington, DC 20032
Tel: 202.299.5457
Fax: 202.561.6935
Email: Alvin.Venson@dc.gov

For DGS:
Emmanuel Nnoli, PE
Project Manager Government Centers Cluster
Construction Division
1250 U Street, N.W., 4th Floor
Washington, DC 20009
Office: (202) 727-6223
Mobile: (202) 345-0593
Email: emmanuel.nnoli@dc.gov

XV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

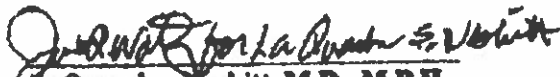
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:
DEPARTMENT OF GENERAL SERVICES



Keith A. Anderson
Director

Date: 03/05/19

DEPARTMENT OF BEHAVIORAL HEALTH



LaQuandra Nesbitt, M.D., M.P.H.
Interim Director

Date: 12/21/18



Mark Chastang
CEO

Date: 02/14/18



INTRA-DISTRICT STANDARD REQUEST FORM
Department of the District of Columbia



PART I	
GENERAL	
MOU NUMBER: _____	DATE OF MOD: 10/1/2010 - 02/28/11
SELLER INFORMATION	
AGENCY: _____	AGENCY CODE: _____
NAME OF CONTACT: _____	
ADDRESS: _____ _____ _____	
TELEPHONE #: _____	
FAX #: _____	
AUTHORIZING OFFICER: _____	DATE: _____
<small>Agency Head Officer</small>	
BUYER INFORMATION	
AGENCY: <u>Department of Behavioral Health</u>	AGENCY CODE: <u>EME</u>
NAME OF CONTACT: <u>Joyce Jeter</u>	
ADDRESS: <u>64 New York Avenue, NE, Second Floor</u> <u>Washington, DC 20002</u>	
TELEPHONE #: <u>(202) 671-3211</u>	
FAX #: <u>(202) 671-2961</u>	
AUTHORIZING OFFICER: _____	DATE: <u>12/28/10</u>
<small>Agency Head Officer</small>	
PLEASE NEXT PAGE FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION	

PART II

BOJ NUMBER: _____ OF _____

SERVICE INFORMATION AND FUNDING CODES

GOOD SERVICE: Updating the Emergency Electrical Power Systems at Saint Elizabeth Hospital.

DATE: _____ **TOTAL:** \$540,001.00

	AGY	YR	ORG CODE	FUND	SECT	PCA	OBJ	ACBJ	GRANT/PR	PROG/PR	AD1	AD2	AD3
SELLER													
BUYER	PHH	10	0000	0300	0000A	0000A	0001	0000					

GOOD SERVICE: _____

DATE: _____ **TOTAL:** _____

	AGY	YR	ORG CODE	FUND	SECT	PCA	OBJ	ACBJ	GRANT/PR	PROG/PR	AD1	AD2	AD3
SELLER													
BUYER													

GOOD SERVICE: _____

DATE: _____ **TOTAL:** _____

	AGY	YR	ORG CODE	FUND	SECT	PCA	OBJ	ACBJ	GRANT/PR	PROG/PR	AD1	AD2	AD3
SELLER													
BUYER													

GOOD SERVICE: _____

DGS/CD PROJECT BUDGET AND FUNDING REPORT		ST. ELIZABETH'S HOSPITAL EMERGENCY POWER UPGRADE	
Name of Project as shown on Status Report:		Using Agency: Department of Behavioral Services (DBS)	
Brief Project Description: Provide Emergency Electrical Power to Sections of the Hospital - 1100 Alabama Avenue, SE Washington, DC 20032		Contact: Alvin D. Venson	
Project Start/Closeout: Unknown		DCAM XXXX	
Contract Number: XXXXXXXXXXXXX		Project Number: XXXXXX	
Existing PO Numbers: XXXXXX			
Insert whole number in rows 15-41 and row 45, w/out comma, \$, or decimal point. Each activity must have an entry. N/A is OK.			
Activity	Estimated or Actual Cost	Modifier	Project Specific Notes
Land Acquisition			
Pre-design (if applicable)			
A/E Title 1 Services	\$100,980	Hard input 0.15 <4.5 - 11.3% of construction cost	
A/E Title 2 Services	\$47,680	0.05 1/3 of Title 1, 25% of Total A/E	
Design Contingency	\$0	0.10 10% of construction contingency	
Peer Review	\$0	0.07	
% of Sum of Title I, II and Des Conting		5-6% of Sum of Title I, II and DC	
Subtotal Pre-Construction	\$148,660		
DGS Personnel Services -- Pre-Construction	\$14,866	0.10 10% of Subtotal Pre-Construction	
TOTAL PRE-CONSTRUCTION	\$163,526		
Contribution	\$306,388		
Constr. Contingency (6-10% of construction)	\$30,639	0.09 6-10% of Construction	
Construction Manager Services	\$0	0.06 6-10% of Construction	
OCTO VID System	\$0	0.01 1% of Construction	
Security System	\$0	0.01 1% of construction cost	
FF&E	\$0	0.05 5% of construction (\$4700/yr)	
Commissioning/DeCommissioning	\$9,192	0.03 % of construction cost (input)	
Move	\$0		
Subtotal Construction	\$346,218	# of FTEs	
DGS Personnel Services -- Construction	\$30,639	0.10 10% of Construction	
TOTAL CONSTRUCTION	\$376,857		
Project Budget Total (Sum of all line items)	\$540,693	1.76 % of construction cost	
AVAILABLE FUNDING:			
Input Number (from OFRM reports)			
Budget Shortfall / Overage (Total - Available)	(540,693.00)		
		Total A/E Services	\$148,660 48.59 % of Const.

PROJECT COST ESTIMATE								
AP INSTALLATION (for which Project is reserved)								
Project St. Elizabeth's Hospital Emergency Power Upgrade								
PROJECT NUMBER				DESCRIPTION Provide Emergency Power for Sections of the Hospital				
NAME OF PERSON PREPARING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON PREPARING COST ESTIMATE				DATE
Nnoli, Emmanuel C., P.E.				Department of General Services - Construction Services Div.				12-Jul-18
NAME OF PERSON CHECKING COST ESTIMATE (Last, First, Middle Initial)				ORGANIZATION OF PERSON CHECKING COST ESTIMATE				DATE
Venson, Alvin D.				DC Department of Behavioral Health/St. Elizabeth's				12-Jul-18
ITEM NO.	DESCRIPTION	UOM	QTY	MATERIAL		LABOR		TOTAL ITEM COST
				UNIT	TOTAL	UNIT	TOTAL	
Electrical								
1	Automatic Transfer Switch, 800A, 480v 3-pole	EA	1	\$11,275.00	\$11,275.00	\$1,350.00	\$1,350.00	\$12,625.00
2	Automatic Transfer Switch, 400A, 480v, 3-pole	EA	2	\$6,930.00	\$13,860.00	\$664.00	\$1,328.00	\$15,188.00
3	Safety Switch, 800A, 480v, 3-pole, fused	EA	1	\$7,506.00	\$7,506.00	\$1,023.00	\$1,023.00	\$8,529.00
4	Safety Switch, 400A, 480v, 3-pole, fused	EA	3	\$4,043.00	\$12,129.00	\$935.00	\$2,805.00	\$14,934.00
5	Power Panel, 480Y/277v, 100A MCB, 30 poles	EA	2	\$6,150.00	\$12,300.00	\$2,530.00	\$5,060.00	\$17,360.00
6	Circuit Breaker, bolt-on, 800A, 480v, 3-pole	EA	1	\$4,000.00	\$4,000.00	\$660.00	\$660.00	\$4,660.00
7	Circuit Breaker, bolt-on, 400A, 480v, 3-pole	EA	1	\$2,500.00	\$2,500.00	\$495.00	\$495.00	\$2,995.00
8	Circuit Breaker, bolt-on, 100A, 480v, 3-pole	EA	2	\$1,750.00	\$3,500.00	\$391.00	\$782.00	\$4,282.00
9	Wiring Trough Steel, Clamp Cover, 6"x 6", 60" Long	EA	1	\$600.00	\$600.00	\$250.00	\$250.00	\$850.00
10	Remove Existing Recessed Lighting Fixtures in the Main Entrance Intensive Side Lobby	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$6,000.00
11	Provide New Lighting Fixtures in the Main Entrance Intensive Side Lobby	EA	35	\$450.00	\$15,750.00	\$250.00	\$8,750.00	\$24,500.00
12	Connect New Lighting Fixtures in the Main Lobby to New Emergency Panel	LS	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$10,000.00
13	Relocate Existing Lighting Circuits in the TLC Areas to New Emergency Panel	LS	1	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$14,500.00
16	500 Kcmil CU THHN, 600V Cable	CLF	13	\$715.00	\$9,295.00	\$385.00	\$5,005.00	\$14,300.00
17	350 Kcmil CU THHN, 600V Cable	CLF	8	\$605.00	\$4,840.00	\$330.00	\$2,640.00	\$7,480.00
18	Insulated ground wire, copper #1/0	CLF	7	\$330.00	\$2,310.00	\$275.00	\$1,925.00	\$4,235.00
19	Insulated ground wire, copper #8	CLF	5	\$193.00	\$965.00	\$150.00	\$750.00	\$1,715.00
20	3/4" EMT Conduit	LF	500	\$7.00	\$3,500.00	\$12.00	\$6,000.00	\$9,500.00
21	2-1/2" EMT Conduit	LF	400	\$25.00	\$10,000.00	\$20.00	\$8,000.00	\$18,000.00
22	4" EMT Conduit	LF	700	\$35.00	\$24,500.00	\$25.00	\$17,500.00	\$42,000.00
23	Miscellaneous Electrical Devices	EA	15	\$350.00	\$5,250.00	\$150.00	\$2,250.00	\$7,500.00
Total Material & Labor					\$159,080.00		\$82,073.00	\$241,153.00
Overhead & Profit								
10% Overhead								\$24,115
Sub-Total								\$265,268
10% Profit								\$26,527
Total								\$291,795
5% Contingency								\$14,590
Overall Electrical Cost								\$306,385

FOR OFFICIAL USE ONLY (When Filled In)

GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES
CAPITAL CONSTRUCTION SERVICES



GOVERNMENT IGE FOR ARCHITECT-ENGINEER SERVICES

DATE: **7/12/2018**

PROJECT BUDGET		Project Information		
FOR	Phase 1, Design	\$	-	Project No.: DCAM
OFFICE	Phase 2, Site:	\$	-	Project Name: St. Elizabeths Emergency Power Upgrade
USE	Phase 3, PM:	\$	-	Project Location: 1100 Alabama Avenue, SE Washington DC
ONLY	Phase 4, Constrn.:	\$	-	Project Manager: Emmanuel Nnoli, PE
	Phase 5, Eqpt.:	\$	-	Contract Specialist
	Total Budget:	\$	-	Cost Estimator: Emmanuel Nnoli, PE

TITLE I SERVICES - DIRECT COSTS

CATEGORY	Sheets:	Hours / Sheet:	Total Hours:	Hourly Rate:	TOTAL:
A. Project Manager (Cordination)			50	\$ 175.00	\$ 8,750.00
B. Project Executive			30	\$ 225.00	\$ 6,750.00
C. Sr. Electrical Engineer F/P Draftsperson(s)			180	\$ 175.00	\$ 31,500.00
			90	\$ 95.00	\$ 8,550.00
D. Specification Writer Word Processor			20	\$ 150.00	\$ 3,000.00
			108	\$ 75.00	\$ 8,100.00
E. Cost Estimator			20	\$ 150.00	\$ 3,000.00
F. Deliverables				LS	\$ 3,500.00
G. 3rd Party Inspection Services				LS	\$ 5,500.00
H. Building Permit(s)				LS	\$ 5,500.00
Summary (Items A - H):				=	\$ 84,150.00
OVERHEAD RATE: 10%				of \$	84,150.00 = \$ 8,415.00
PROFIT: 10%				of \$	84,150.00 = \$ 8,415.00
Total for Title I Services :				=	\$ 100,980.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND
DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of Public Works (DPW) and the District of Columbia Department of General Services (DGS), Protective Services Division (PSD), collectively referred to herein as the "Parties."

DPW has requested the services of the DGS/PSD to provide contract security officer services at the North Michigan Park Recreation Center located at 1333 Emerson Street, NE, Washington, DC 20017.

II. PROGRAM GOALS AND OBJECTIVES

DGS/PSD is the police force responsible for law enforcement activities and physical security of all properties owned, leased or otherwise under the control of the Government of the District of Columbia. Accordingly, DPW wishes to utilize DGS/PSD's contract security officer services to protect the aforementioned premises providing a safe and secure environment to allow DPW to further its job fair recruitment efforts.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree to the following:

A. RESPONSIBILITIES OF DGS/PSD

DGS/PSD will provide contract security officer services, for security operations and visitor processing as outlined in the Post Orders found at each specific site location.

The contract security officers' functions will include:

1. 100% I.D. check for all persons entering facility.
2. Monitor cameras for suspicious activity.
3. Appropriately respond to the observation or report of suspicious, emergency, and criminal activities.
4. Advise supervisor and the DGS/PSD Watch Command of suspicious activity, offenses, and incidents.

5. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at the North Michigan Park Recreation Center located at 1333 Emerson Street, NE, Washington, DC 20017.
6. Maintain the proper decorum for continued service of the clients.
7. Provide a written report on all unusual incidents to the DGS/PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route.
8. Ensure the front entrance is clear of loitering.
9. De-escalate any conflicts.

B. RESPONSIBILITIES OF DPW

1. DPW managers will work collaboratively and cooperatively with the officers, informing DGS/PSD of any absences or irregularities with the officers.
2. DPW will work collaboratively with DGS/PSD on the development of a Post Order that fully encompasses the work of the Officers 24 hours before each event.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution**, through **September 30, 2022**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; D.C. Official Code § 10-551.01 *et seq.*

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **eight hundred ninety-six dollars and sixty-four cents (\$896.64)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in Attachment A, during the term of this MOU.
3. In cases where DGS/PSD does not provide services for the number of days or hours specified in the MOU, payment to DGS/PSD shall be reduced to reflect the actual number of days or hours worked by the Officers at the rates provided in Attachment A.
4. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of the services, whichever is less.
3. The DPW reserves the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DPW and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the DPW and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified

under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of this MOU shall remain the property of the DPW.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DPW or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF PUBLIC WORKS

Lionel Overton
Management and Program Analyst (Budget and Procurement)
Department of Public Works
202-5410-6261
Lionel.Overton@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
64 New York Ave., NE, Fourth Floor
Washington DC, 20002
202-698-8181
PSDASR@dc.gov

XIII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF PUBLIC WORKS



Michael A. Carter
Interim Director

Date: 06/07/2022

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 745a99482c5d5f96a22555e79d9ad134

Keith A. Anderson
Director

Date: 06/08/2022

Attachment A - Cost Analysis

FY22 DPW Job Fair June 8, 2022										
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO	USPO	Hourly Rate	Subtotal
1333 Emerson Street, NE	1&3	DPW	Wednesday 6/8	10:00 AM	6:00 PM	8	2		\$56.04	\$896.64

TOTAL: \$896.64



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF AGING AND COMMUNITY LIVING &
THE DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding (“MOU”) is entered into by and between the District of Columbia Department of Aging and Community Living (“DACL”) and the Department of General Services (“DGS”, collectively known as the “Parties”).

I. THE PARTIES

The mission of DGS is to build, maintain, and sustain the District of Columbia's real estate portfolio, which includes more than 157 million square feet of land and 35.7 million square feet of state-of-the-art facilities in Washington, DC. This work allows the agency to foster economic viability, environmental stewardship, and equity across all eight wards.

DACL is responsible for advocating, planning, implementing, and monitoring programs in health, education and social services which promote longevity, independence, dignity, and choice for District residents 60 years of age and older, people 18 years of age and older with disabilities, and their caregivers.

II. AUTHORITY

D.C. Official Code §1-301.01(k)

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU transfers payment from DACL to DGS to fund the Stoddart Baptist Global Care Site Feasibility Study and retain the services of a third-party vendor, StudioMB to perform functions described in this MOU and as outlined in Attachment A. The project will include:

1. An Executive Architect.
2. A site visit with DACL to the Stoddart Baptist Global Care site, located at 2601 18th Street NE.
3. A programming meeting with DACL and any other required stakeholders to discuss goals for the futures of the facility and site.
4. Development of Program Spaces for the identified land for the Feasibility Study to be issued to DACL for review and updated as needed based on feedback.
5. A Zoning Attorney who will prepare an overview of the current zoning and land use restrictions applicable to the property, including how they impact achievable height, density, use, and setback requirements. Research will be

done into the impact that the existing multiple structures as well as the District Department of Transportation (DDOT) road easements have on the full development potential of the lot.

6. A Concept Study consisting of a Design Charrette, Master Plan and Blocking & Stacking Diagrams constructed with feedback from DACL and other required stakeholders.

IV. SCOPE OF SERVICES

A. RESPONSIBILITIES OF DACL

DACL shall:

1. Transfer to DGS monies to be expended in Fiscal Year 2022 for a total of \$35,600.00 (Thirty-Five Thousand Six Hundred Dollars and Zero Cents).

B. RESPONSIBILITIES OF DGS

DGS shall:

1. Retain the services of third-party vendor, StudioMB, to perform functions described in this MOU.
2. Manage third party vendor, StudioMB, to perform functions described in this MOU.
3. Help review reports, documentation, and materials submitted by the third-party vendor, StudioMB.
4. Participate in meetings scheduled with the third-party vendor, StudioMB, and DACL to discuss services.
5. Provide guidance to DACL staff on program, building and construction ideas.
6. Collaborate with DACL and the third-party vendor, StudioMB, as needed to develop and implement the proposed feasibility study.

V. FUNDING PROVISIONS

On or before April 25, 2022, DACL will initiate a transfer to DGS of \$35,600.00 (Thirty-Five Thousand, Six Hundred Dollars and Zero Cents) representing \$5,120.00 (Five Thousand, One Hundred Twenty Dollars and Zero Cents) for an Executive Architect for Programming; \$10,000.00 (Ten Thousand Dollars and Zero Cents) for a Zoning Attorney; and \$20,480.00 (Twenty Thousand Four Hundred and Eighty Dollars and Zero Cents) for an Executive Architect for the Concept Study.

VI. MODIFICATIONS

The terms and conditions of this MOU may only be modified upon prior written agreement by the Parties.

VII. DURATION OF THIS MOU

This MOU will take effect when fully executed and will continue in effect through September 30, 2022, subject to funding availability.

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IX. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, provisions of the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, 47-105, and 1-204.46, as the foregoing statutes may be amended from time to time regardless of whether a particular obligation has been expressly so conditioned.

X. COMPLIANCE AND MONITORING

DGS will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

XI. NOTICE

The following individuals are the contacts for each party under this MOU:

For DACL:

Name: Garret King
Title: Chief of Staff
Address: 500 K Street NE
Washington, DC 20002
Email: garret.king@dc.gov

For DGS:

Name: Emeka Nwabunwanne
Title: Project Manager
Address: 1250 U Street NW
Washington, DC 20009
Email: emeka.nwabunwanne@dc.gov

XII. SIGNATURES:

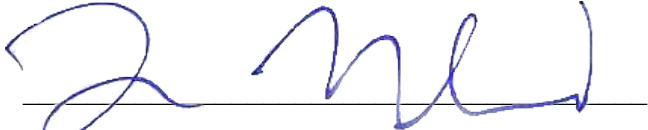
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: a9508f8761edd4742d8e2b3160be84

06/09/2022

KEITH A. ANDERSON
Director, Department of General Services

Date



May 23, 2022

LAURA NEWLAND
Director, Department of Aging & Community Living

Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAPTIVE INSURANCE AGENCY
AND
DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding (“MOU”) is entered into by and between the Captive Insurance Agency (“Captive”) and the Department of General Services (“DGS”), each referred to herein as a “Party” and collectively to herein as the “Parties”.

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from July 15, 2022 to September 15, 2023 for renovation of the Wheatley Education Campus Child Development Center, 1299 Neal Street, N.E., Washington, D.C. 20002. (the “Project”).

II. SCOPE OF WORK

A. Responsibilities of the Captive

Procure the Policy for the Project.

B. Responsibilities of DGS

Reimburse the Captive Four Thousand Five Hundred Sixty Dollars and 22 cents (\$4,560.22) for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is \$4,560.22.

B. Payment

1. Payment for services shall be made through an Intra-District advance by DGS to the Captive in the amount of \$4,560.22.

2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, \$4,560.22.

3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2006 Supp.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

This MOU shall commence on the date the last Party to this MOU executes it (the "Effective Date") and remain in effect through September 30, 2022 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

As this MOU is funded by District of Columbia funds, the Captive will be subject to scheduled and unscheduled monitoring reviews

by the District government to ensure compliance with all applicable requirements.

B. Records and reports

1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
2. Upon DGS' request, the Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

B. Cause

This MOU may be terminated for any of the following reasons:

1. Lack of funding;
2. Changes in applicable law;
3. Changes in the structure or nature of the program;
4. Elimination of the program or service;
5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

George Lewis
Associate Director
Contracts and Procurement Chief Procurement Officer
Department of General Services
George.lewis@dc.gov

B. For the Captive:

The following individual is the ORM contact point under this MOU:

Jane Waters
Insurance Program Administrator
Jane.waters@dc.gov

IX. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k).

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

SIGNATURES ON NEXT PAGE

DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 6c5c34ca84321d69546e78ad92eb973

By: _____
Keith A. Anderson, Director

Date: 06/16/2022

CAPTIVE INSURANCE AGENCY

By:  _____ /yeung
Jed Ross, Chief Risk Officer

Date: 6/10/22

INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: _____ EFF DATE OF MOU: _____

SELLER INFORMATION

AGENCY: DC Captive Insurance Agency AGENCY CODE: RJ0

NAME OF CONTACT: Alemayehu Awas

ADDRESS : 441 4th Street NW, Suite 890N
Washington, DC 20012

TELEPHONE # : 202-727-6535

FAX # : _____

AUTHORIZING OFFICER _____ DATE: / /

BUYER INFORMATION

AGENCY: Department of General Services AGENCY CODE: AM0

NAME OF CONTACT: Antionette Hudson-Beckman

ADDRESS : 2000 14th St. NW
Washington, DC 20001

TELEPHONE # : 202-678-7476

FAX # : _____

Antoinette Hudson-Beckham

AUTHORIZING OFFICER _____ DATE: 06 / 16 / 22

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: Procurement of a builders' risk policy of insurance (the "Policy") with a term from July15, 2022 to September 15, 2023 for renovation of the Wheatley Education Campus Child Development Center, 1299 Neal Street, N.E., Washington, D.C. 20002. (the "Project").

THIS IS A CAPITAL MOU.

TOTAL: _____ **\$4,560.22**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	RJ0	22					4600	4600		
Buyer	AM0	08	2003	0300	NQ93D	95101	0409	0409	N/A	NQ937C/04

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE: _____

DATE: ___ / ___ / ___ TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF BEHAVIORAL HEALTH
AND
DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District), Department of Department of Behavioral Health (DBH) and the Department of General Services, (DGS) Protective Services Division (PSD), collectively referred to herein referred to individually as "Party" and collectively as the "Parties."

The mission of DBH is to develop, manage, and oversee the District of Columbia's behavioral health system for adults, children, and youth and their families using a population health approach that advances health equity.

II. PROGRAM GOALS AND OBJECTIVES

DBH has requested the services of the DGS/PSD, to provide contract security guard services at St. Elizabeths Hospital, 1100 Alabama Avenue, SE from February 28, 2022, through June 30, 2022; the details of which can be found on Attachment A.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree to the following:

A. RESPONSIBILITIES OF DGS/PSD

DGS/PSD will provide contract security guard services, for security operations and visitor processing as outlined in the Post Orders found at each specific site location.

The security officer's functions will include:

1. 100% I.D. check for all persons entering facility.
2. Monitor cameras for suspicious activity.
3. Appropriately respond to the observation or report of suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command of suspicious activity, offenses and incidents.
5. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at DBH.
6. Maintain the proper decorum for continued service of the clients.
7. Provide a written report on all unusual incidents to the PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route.
8. Ensure the front entrance is clear of loitering.

9. De-escalate any conflicts.

B. RESPONSIBILITIES OF DBH

1. DBH Managers will work collaboratively and cooperatively with the officers, informing PSD of any absences or irregularities with the officers.
2. DBH will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the Officers 24 hours before each event.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution**, through **September 30, 2022**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **four hundred thirty-one thousand, nine hundred twenty-eight dollars, and seventy-two cents (\$431,928.72)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in Attachment A, during the term of this MOU.
3. In cases where DGS/PSD DBH not provide services for the number of days or hours specified in the MOU, payment to DGS/PSD shall be reduced to reflect the actual number of days or hours worked by the Officers at the rates provided in Attachment A.
4. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of the services, whichever is less.
3. The DBH reserves the right to deny payment to DGS/PSD for services not

provided pursuant to the terms of this MOU.

4. DBH' Director and DGS/PSD's Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the DBH and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of this MOU shall remain the property of the DBH.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DBH or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF Behavioral Health

Denard Hebron
Chief of Security
Department of Behavioral Health
St. Elizabeths Hospital
1100 Alabama Ave, SE
Washington DC 20032
202-299-5851
denard.hebron@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
64 New York Ave., NE, Fourth Floor
Washington DC, 20002
202-698-8181
PSDASR@dc.gov

XIII. MODIFICATIONS


The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF BEHAVIORAL HEALTH



Barbara J. Bazron, Ph. D
Director

Date: 6/15/2022

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com


Keith A. Anderson
Director

Date: 06/17/2022

FY22 DBH ASR St. Elizabeths Hospital | February 28, 2022 - June 30, 2022

Site	Sector	Agency	Operational Days	Start Time	End Time	Hours Per Day	USPO	Hourly Rate	Daily Total	Days	Subtotal Cost
1100 Alabama Ave, SE	1&3	DBH	2/28/2022 - 3/29/2022	12:00 AM	12:00 AM	24	3	\$52.79	\$3,800.88	30	\$114,026.40
1100 Alabama Ave, SE	1&3	DBH	4/11/22 - 5/30/22	12:00 AM	12:00 AM	24	3	\$54.51	\$3,924.72	50	\$196,236.00
1100 Alabama Ave, SE	1&3	DBH	5/31/22 - 6/30/22	12:00 AM	12:00 AM	24	3	\$54.51	\$3,924.72	31	\$121,666.32

TOTAL: \$431,928.72

**MODIFICATION No. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF EMPLOYMENT SERVICES
AND
DEPARTMENT OF GENERAL SERVICES
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

Memorandum of Understanding dated February 9, 2022 ("MOU") was entered into between the District of Columbia Department of Employment of Services (DOES), the buyer agency and Department of General Services, the seller agency (DGS), collectively referred to herein as the "Parties." The Parties now desire to modify the MOU as follows:

I. Section VI: FUNDING PROVISIONS A. COST OF SERVICES
Include the language below:

1. Total cost for services under this MOU shall not exceed **eleven thousand, nine hundred ninety-two dollars, and sixty-three cents (\$11,992.63)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A

All other terms and conditions of the MOU shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF EMPLOYMENT SERVICES



Dr. Unique Morris- Hughes
Director

Date: 6/22/22

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: f885565a8c759abe4ad9926971c843b

Keith A. Anderson
Director

Date: 06/23/2022

Attachment A - Cost Analysis

FY22 ASR DPR MBSYEP June 25, 2022											
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO/USPO	Hourly Rate	Daily Total	Days	Subtotal Cost
4058 Minnesota Ave, NE	1&3	DOES	6/25/2022	8:30 AM	5:00 PM	8.5	2	\$56.04	\$952.68	1	\$952.68
4058 Minnesota Ave, NE	1&3	DOES	6/25/2022	8:30 AM	5:00 PM	8.5	2	\$54.51	\$926.67	1	\$926.67
										Total:	\$1,879.35

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES
AND
DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department of Department of Employment Services (DOES) and the Department of General Services, (DGS) Protective Services Division (PSD), herein referred to individually as "Party" and collectively as the "Parties."

DOES provides comprehensive employment services to ensure a competitive workforce, full employment, life-long learning, economic stability and the highest quality of life for all District residents. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

DGS/PSD provides 24-hour security and Special Police services that support District government operations, protection of employees, resources, and facilitates at approximately 840 District owned and leased properties. Services include patrol operations, contract security guard management, and electronic security systems, and access control.

II. PROGRAM GOALS AND OBJECTIVES

DOES has requested the contract security guard services of the DGS/PSD, to provide both Unarmed Special Police Officers (USPOs) and Armed Special Police Officers (ASPOs), herein referred to individually and collectively as "Security Guards" at various sites for the Marion S. Barry Summer Youth Employment Program (MBSYEP) events; the details of which can be found on Attachment A.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree to the following:

A. RESPONSIBILITIES OF DOES

DOES shall:

1. Work collaboratively and cooperatively with appointed Security Guards to provide appropriate security services at specified MBSYEP events.

2. Inform DGS of any Security Guard workplace related misconduct (e.g.- absences, lateness, inappropriate behavior, irregularities).
3. DOES will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the officers 24 hours before each event.

B. RESPONSIBILITIES OF DGS/PSD

DGS shall:

1. Work collaboratively and cooperatively with DOES on a process whereby DGS will provide services at various MBSYEP events.
2. Work collaboratively and cooperatively with DOES on the development of a Post Order that fully encompasses the work of the officers 24 hours before each event.
3. DGS/PSD will post the specified number of officers on the dates and times specified in Attachment A, for security operations and visitor processing as outlined in the Post Orders found at each specific site location. Security guard functions will include:
 - a. 100% I.D. check for all persons entering facility;
 - b. Monitor cameras for suspicious activity;
 - c. Appropriately respond to the observation or report of suspicious, emergency, and criminal activities;
 - d. Advise supervisor and the PSD Watch Command of suspicious activity, offenses, and incidents;
 - e. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at DOES;
 - f. Maintain the proper decorum for continued service of the clients;
 - g. Provide a written report on all unusual incidents to the PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route;
 - h. Ensure the front entrance is clear of loitering;
 - i. De-escalate any conflicts.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution**, through **September 30, 2022**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); The Department of General Services Establishment Act of 2011, D.C. Law 19-21, October 1, 2011; D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed ten thousand, one hundred thirteen dollars, and twenty-eight cents (\$10,113.28) for Fiscal Year (FY) 2022. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in Attachment A, during the term of this MOU.
3. In cases where DGS/PSD does not provide services for the number of days or hours specified in the MOU, payment to DGS/PSD shall be reduced to reflect the actual number of days or hours worked by the Officers at the rates provided in Attachment A.
4. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of the services, whichever is less.
3. The DOES reserves the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. DOES' Director and DGS/PSD's Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of

Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the DOES and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of this MOU shall remain the property of the DOES.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DOES or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF EMPLOYMENT SERVICES

Thennie Freeman
Department of Employment Services
4058 Minnesota Avenue, NE
Washington DC 20019
(202) 741-5871
thennie.freeman2@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
64 New York Ave., NE, Fourth Floor
Washington DC, 20002
202-698-8181
PSDASR@dc.gov

XIII. MODIFICATIONS

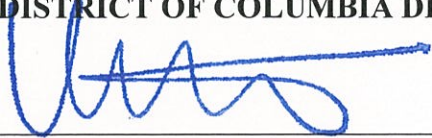
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:


DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES



Dr. Unique Morris-Hughes,
Director

Date: 2/4/22

DEPARTMENT OF GENERAL SERVICES



Key: bdb7d3f53e65215645418479460f8131

Keith A. Anderson
Director

Date: 02/09/2022

Attachment A - Cost Analysis

FY22 DOES MBSYEP Various Dates										
Site	Sector	Operational Days	Time In	End Time	Total Days	Hours per Day	ASPO	USPO	Hourly Rate	Subtotal Cost
4058 Minnesota Ave NE	1&3	1/27/2022	1:30 PM	7:00 PM	1	5.5	1		\$54.43	\$ 299.37
4058 Minnesota Ave NE	1&3	1/27/2022	1:30 PM	7:00 PM	1	5.5		1	\$52.79	\$ 290.35
4058 Minnesota Ave NE	1&3	2/5/2022	9:30 AM	4:00 PM	1	6.5	2		\$54.43	\$ 707.59
4058 Minnesota Ave NE	1&3	2/5/2022	9:30 AM	4:00 PM	1	6.5		2	\$52.79	\$ 686.27
4058 Minnesota Ave NE	1&3	2/23/2022	9:30 AM	4:00 PM	1	6.5	2		\$54.43	\$ 707.59
4058 Minnesota Ave NE	1&3	2/23/2022	9:30 AM	4:00 PM	1	6.5		2	\$52.79	\$ 686.27
4058 Minnesota Ave NE	1&3	2/24/2022	9:30 AM	4:00 PM	1	6.5	2		\$54.43	\$ 707.59
4058 Minnesota Ave NE	1&3	2/24/2022	9:30 AM	4:00 PM	1	6.5		2	\$52.79	\$ 686.27
4058 Minnesota Ave NE	1&3	2/25/2022	9:30 AM	4:00 PM	1	6.5	2		\$54.43	\$ 707.59
4058 Minnesota Ave NE	1&3	2/25/2022	9:30 AM	4:00 PM	1	6.5		2	\$52.79	\$ 686.27
4058 Minnesota Ave NE	1&3	3/5/2022	9:30 AM	4:00 PM	1	6.5	2		\$54.43	\$ 707.59
4058 Minnesota Ave NE	1&3	3/5/2022	9:30 AM	4:00 PM	1	6.5		2	\$52.79	\$ 686.27
4058 Minnesota Ave NE	1&3	3/12/2022	9:30 AM	7:00 PM	1	9.5	3		\$54.43	\$ 1,551.26
4058 Minnesota Ave NE	1&3	3/12/2022	9:30 AM	7:00 PM	1	9.5		2	\$52.79	\$ 1,003.01
									TOTAL:	\$ 10,113.28

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND
DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District), Department of Department of Employment Services (DOES) and the Department of General Services, (DGS) Protective Services Division (PSD), collectively referred to herein as "Parties" and referred to individually as "Party".

DOES connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities. DOES provides a range of programs and services to jobseekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. DOES prepares unemployed and underemployed participants for employment opportunities in high growth industries, through workforce readiness, career exploration, and experiential, hands-on programs. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

II. PROGRAM GOALS AND OBJECTIVES

DOES requires the services of an additional four (4) armed special police officers (ASPO) at their offices at 4058 Minnesota Avenue, NE, Washington, DC 20019 and hereby requests these additional services of the DGS/PSD; the details of which can be found on Attachment A.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree to the following.

A. RESPONSIBILITIES OF DGS/PSD

DGS/PSD will post the specified number of contract security officers on the days and times specified in Attachment A, for security operations and visitor processing as outlined in the Post Orders found at each specific site location.

The security officer's functions will include:

1. 100% I.D. check for all persons entering facility.

2. Monitor cameras for suspicious activity.
3. Appropriately respond to the observation or report of suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command of suspicious activity, offenses and incidents.
5. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at DOES.
6. Maintain the proper decorum for continued service of the clients.
7. Provide a written report on all unusual incidents to the PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route.
8. Ensure the front entrance is clear of loitering.
9. De-escalate any conflicts.

B. RESPONSIBILITIES OF DOES

1. DOES Managers will work collaboratively and cooperatively with the officers, informing PSD of any absences or irregularities with the officers.
2. DOES will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the Officers 24 hours before each event.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution**, through **September 30, 2022**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; D.C. Official Code § 1-1401 et seq. and any other authority under the Parties' programs

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **one hundred fifty-nine thousand, three hundred twenty-five dollars, and twenty-six cents (\$159,325.26)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in Attachment A, during the term of this MOU.
3. In cases where DGS/PSD does not provide (a) the number of ASPO, specified in the MOU, and/or (b) services for the number of days or hours, specified in the MOU, payment to DGS/PSD shall be reduced to reflect the actual number of ASPO, days or hours worked by the ASPO at the rates provided in Attachment A.

4. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of the services, whichever is less.
3. The DOES reserves the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. DOES' Director and DGS/PSD's Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the DOES and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of this MOU shall remain the property of the DOES.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DOES or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF EMPLOYMENT SERVICES

Roberta Collins
Associate Director
Office of Administrative Services
Department of Employment Services
4058 Minnesota Avenue, NE
Washington DC 20019
202-698-6687
Roberta.Collins2@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
64 New York Ave., NE, Fourth Floor
Washington DC, 20002
202-698-8181
PSDASR@dc.gov

XIII. MODIFICATIONS

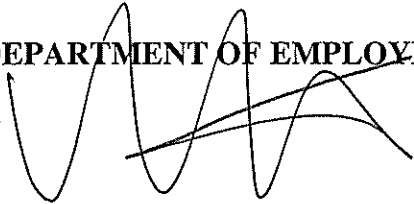
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Modification must occur prior to the expiration or termination of the MOU.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF EMPLOYMENT SERVICES



Dr. Unique Morris-Hughes,
Director

Date: 7/14/22

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Danielle Meadors
Key: d8d2b20a719f3568ee575dfc9368209

Keith A. Anderson
Director

Date: 07/15/2022

ATTACHMENT A

Cost Analysis

FY22 DOES Base Security | July 13, 2022 - September 30, 2022

Site	Post	Sector	Operational Days	Start Time	End Time	Hours Per Day	ASPO	Hourly Rate	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
4058 Minnesota Ave, NE	1 Stop Entrance	1&3	Mon - Fri	7:00 AM	5:00 PM	10			1	\$40.97	\$409.70	57	\$23,352.90
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	6:00 AM	2:00 PM	8	1	\$56.04			\$448.32	57	\$25,554.24
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	3:00 PM	11:00 PM	8	1	\$56.04			\$448.32	57	\$25,554.24
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	8:00 AM	6:00 PM	10			1	\$40.97	\$409.70	57	\$23,352.90
4058 Minnesota Ave, NE	1 Stop Entrance	1&3	Mon - Fri	8:30 AM	5:00 PM	8.5	1	\$56.04			\$476.34	57	\$27,151.38
4058 Minnesota Ave, NE	Main Entrance	1&3	Sat & Sun	8:00 AM	4:00 PM	8	1	\$56.04			\$448.32	22	\$9,863.04

Base Security Total 7/13/22 - 9/30/22: \$134,828.70

FY22 DOES 4 New ASPOs | July 13, 2022 - September 30, 2022

Site	Post	Sector	Operational Days	Start Time	End Time	Hours Per Day	ASPO	Hourly Rate	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
4058 Minnesota Ave, NE	1 Stop Entrance	1&3	Mon - Fri	7:00 AM	5:00 PM	10	2	\$56.04			\$1,120.80	57	\$63,885.60
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	6:00 AM	2:00 PM	8	2	\$56.04			\$896.64	57	\$51,108.48
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	3:00 PM	11:00 PM	8	2	\$56.04			\$896.64	57	\$51,108.48
4058 Minnesota Ave, NE	Main Entrance	1&3	Mon - Fri	8:00 AM	6:00 PM	10	2	\$56.04			\$1,120.80	57	\$63,885.60
4058 Minnesota Ave, NE	1 Stop Entrance	1&3	Mon - Fri	8:30 AM	5:00 PM	8.5	2	\$56.04			\$952.68	57	\$54,302.76
4058 Minnesota Ave, NE	Main Entrance	1&3	Sat & Sun	8:00 AM	4:00 PM	8	1	\$56.04			\$448.32	22	\$9,863.04

New Footprint Total 7/13/22 - 9/30/22: \$294,153.96

MOU Amount: **\$159,325.26**

From: [Collins, Roberta \(DOES\)](#)
To: [Teasley, Robin \(DGS\)](#); [Gonzalez, Donny \(DGS\)](#); [White, Jared \(DGS\)](#)
Cc: [Morris-Hughes, Unique \(DOES\)](#); [Washington, Jason \(DOES\)](#); [Chapple, Nicole \(DOES\)](#); [McMahon, Tamekia \(DOES\)](#); [White, Anthony \(DOES\)](#)
Subject: Increase of Security Footprint 4058 Minnesota Avenue
Date: Monday, July 11, 2022 12:57:10 PM

Good Afternoon,

To recap our meeting discussing our current security footprint here at 4058 Minnesota Ave., NE:

The Current Footprint

-

- Six Guards plus One Floater
 - 4 Armed
 - 2 Unarmed
 - Floater not everyday

Shifts:

- Officer Wilson (armed) 6:00am-2:00pm M-F
- Office Turnage(un-armed) 7:00am-5:00pm M-T
- Officer Phifer (armed) 8:30am-5:00pm M-F
- Officer White (un-armed) 8:00am-6:00pm M-F
- Officer Bell (armed) 3:00pm-11:00pm M-F
- Officer Aroni (armed) 8:00am-4:00pm Sat/Sun/Holidays
- Officer Gore (unarmed) Hours are not consistent (max four hours total)

Challenges:

- Footprint does not match the need resulting in increasing the level of vulnerability
- Most of the current guards are laid back, not proactive, uses cell phones while on post
- There is no consistent roving of the floors and perimeter of the building
 - The agency has several classes taking place with more than 100 students spread between Floors 1-5
 - Some of the entrance and exit points have been compromised during the day
 - Staff and Students holding the door open or setting alarm off by existing doors that are restricted

Requests:

- Increase the footprint by adding four additional guards
- All guards should be armed
- A dedicated rover needs to be assigned
- Change out the current crew except
 - Officer Wilson
 - Officer Bell
 - Officer Aroni

Per director Morris-Hughes, please forward this overview of our challenges and requests for immediate mitigation efforts.

Thank you,

Roberta Collins

Associate Director

Office of Administrative Services

Department of Employment Services

202-698-6681 (Office)

202-270-6385 (Cell)

roberta.collins2@dc.gov

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM OF LEGAL SUFFICIENCY

TO: Dr. Unique Morris-Hughes
Director

FROM: Tonya A. Robinson
General Counsel

Tonya A. Robinson

Digitally signed by Tonya A. Robinson
DN: cn=Tonya A. Robinson, o=DOES, ou=DOES GC,
email=tonya.robinson@dc.gov, c=US
Date: 2022.07.13 12:30:06 -04'00'

DATE: 13 July 2022

SUBJECT: Legal Sufficiency Review of 2022 MOU with DGS – 4 New ASPO

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2022 MOU with DGS – 4 New ASPO.

I reviewed and revised 2022 MOU with DGS – 4 New ASPO and found it legally sufficient. I reviewed Attachment A, and it supports the MOU.

Attachment A and 2022 MOU with DGS – 4 New ASPO must remain together, at all times, to maintain legal sufficiency.

Please obtain a certificate of funding availability, prior to the signature of the Director.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
GOVERNMENT OPERATIONS CLUSTER
DEPARTMENT OF EMPLOYMENT SERVICES



Agency Fiscal Officer

MEMORANDUM

TO: Unique Morris-Hughes
Director

FROM: for Shilonda Wiggins Yasha W Robinson
Agency Fiscal Officer
Digitally signed by Yasha W Robinson
Date: 2022.07.13 16:33:27 -04'00'

DATE: July 13, 2022

SUBJECT: FY 2022 Funding Certification for Security DGS MOU

This is to certify that the Department of Employment Services (DOES) has sufficient local and special purpose revenue to cover the additional security cost. The certified amount is \$159,325.26.

Please let me know if you've any questions regarding this funding certification. I can be reached on 202-519-3194 or via email shilonda.wiggins@dc.gov.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF BEHAVIORAL HEALTH
AND
DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District), Department of Department of Behavioral Health (DBH) and the Department of General Services, (DGS) Protective Services Division (PSD), collectively referred to herein referred to individually as "Party" and collectively as the "Parties."

The mission of DBH is to develop, manage, and oversee the District of Columbia's behavioral health system for adults, children, and youth and their families using a population health approach that advances health equity.

II. PROGRAM GOALS AND OBJECTIVES

DBH has requested the services of the DGS/PSD, to provide contract security guard services at St. Elizabeths Hospital, 1100 Alabama Avenue, SE; the details of which can be found on Attachment A.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree to the following:

A. RESPONSIBILITIES OF DGS/PSD

DGS/PSD will provide contract security guard services, for security operations and visitor processing as outlined in the Post Orders found at each specific site location.

The security officer's functions will include:

1. 100% I.D. check for all persons entering facility.
2. Monitor cameras for suspicious activity.
3. Appropriately respond to the observation or report of suspicious, emergency and criminal activities.
4. Advise supervisor and the PSD Watch Command of suspicious activity, offenses and incidents.
5. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at DBH.
6. Maintain the proper decorum for continued service of the clients.
7. Provide a written report on all unusual incidents to the PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route.
8. Ensure the front entrance is clear of loitering.

9. De-escalate any conflicts.

B. RESPONSIBILITIES OF DBH

1. DBH Managers will work collaboratively and cooperatively with the officers, informing PSD of any absences or irregularities with the officers.
2. DBH will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the Officers 24 hours before each event.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution**, through **September 30, 2022**, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed **one hundred seventeen thousand, eight hundred twenty-seven dollars, and twenty-eight cents (\$117,827.28)** for **Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Attachment A.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in Attachment A, during the term of this MOU.
3. In cases where DGS/PSD DBH not provide services for the number of days or hours specified in the MOU, payment to DGS/PSD shall be reduced to reflect the actual number of days or hours worked by the Officers at the rates provided in Attachment A.
4. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU or the actual cost of the services, whichever is less.
3. The DBH reserves the right to deny payment to DGS/PSD for services not

provided pursuant to the terms of this MOU.

4. DBH' Director and DGS/PSD's Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the DBH and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of this MOU shall remain the property of the DBH.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DBH or DGS/PSD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DEPARTMENT OF Behavioral Health

Denard Hebron
Chief of Security
Department of Behavioral Health
St. Elizabeths Hospital
1100 Alabama Ave, SE
Washington DC 20032
202-299-5851
denard.hebron@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
64 New York Ave., NE, Fourth Floor
Washington DC, 20002
202-698-8181
PSDASR@dc.gov