



REQUEST FOR PROPOSAL

Surgical Services (General Surgery, Urology, and Orthopedic Surgery)

FOR

NOT-FOR-PROFIT HOSPITAL CORPORATION

ISSUED BY:

NOT-FOR-PROFIT HOSPITAL CORPORATION

**Procurement Department
1310 Southern Avenue, S.E.
Washington, DC 20032**

RFP: #287430- USS

TABLE OF CONTENTS

I. Request for Proposal2

 A. RFP Purpose2

 B. RFP Schedule2

 C. RFP Pre-Proposal Conference2

 D. RFP Delivery Address2

 E. RFP Coordinator(s)2

II. General Overview3

 A. Introduction.....3

 B. DC Law Requirements3

 C. Stakeholders3

 D. Term of Contract.....4

III. Evaluation4

IV. Proposal Submission4

 A. Proposal Contents4

 B. Acceptance of Proposal5

 C. Evaluation Criteria6

 D. Presentations7

 E. Notices7

 F. Contract Award7

 G. Economic Inclusion9

APPENDIX I – Background Information14

APPENDIX II – References15

APPENDIX III – Acknowledgement of Required Documentation16

Attachment A – Statement of Work17

Attachment B – Pricing22

Attachment C – Standard Contract23

I. REQUEST FOR PROPOSAL (RFP)

A. RFP Purpose

The Not-For-Profit Hospital Corporation (“NFPHC”, and/or “Hospital”), an instrumentality of the District of Columbia government, operates the acute healthcare facility commonly referred to as United Medical Center (“UMC”) in southeast Washington, DC.

NFPHC is soliciting proposals for the **Surgical Services (General Surgery, Urology, and Orthopedic Surgery)** at United Medical Center, located at 1310 Southern Avenue, SE, Washington, DC 20032.

B. RFP Schedule

DESCRIPTION	DATE
RFP ISSUED:	September 20, 2021
INTENT TO PARTICIPATE (Mandatory):	October 4, 2021
PRE-PROPOSAL VIDEO/TELECONFERENCE (See Section E) (MANDATORY)	October 6, 2021
DEADLINE FOR BIDDER QUESTIONS (must be in writing by letter or email to the RFP Coordinators listed in Section F). Please note that bidder questions and NFPHC’s responses to them will be shared with all bidders and will NOT be considered confidential.	October 8, 2021
NFPHC RESPONSE TO BIDDER QUESTIONS	October 13, 2021
PROPOSAL DUE:	October 20, 2021 No later than 5:00pm EST
EVALUATION PERIOD:	October 21, 2021 - October 28, 2021
NOTICE OF INTENT TO AWARD:	November 2, 2021
PROPOSED COMMENCEMENT DATE:	On or about November 9, 2021

C. RFP Pre-Proposal Conference

A. Pre-Proposal Conference will be held at the Hospital. Out of an abundance of caution, due to COVID-19, the Pre-Proposal Conference will be held via video/teleconference. Notice of the dial in information will be sent to Bidders that provide notice of Intent to Participate.

D. RFP Delivery Address

Not-For-Profit Hospital Corporation
ATTN: Procurement Department
1310 Southern Ave., S.E.
Washington, DC 20032

E. RFP Coordinators

Not-for-Profit Hospital Corporation
Kendrick Dandridge
Procurement Manager

II. GENERAL OVERVIEW

A. Introduction

The Not-For-Profit Hospital Corporation (“NFPHC” or “Hospital”) is an instrumentality of the District of Columbia government. It is a public entity organized as outlined in the Not-for-Profit Hospital Corporation Establishment Emergency Amendment Act of 2010 (Act), D.C. Act 18-476, effective July 9, 2010 (DC Municipal Regulations: <http://www.dcregs.dc.gov/Gateway/NoticeHome.aspx?noticeid=460670>) and this RFP is governed by the NFPHC Procurement Rules (DC Municipal Regulations: <http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&AgencyID=138>).

NFPHC is a critical access hospital that serves residents of Wards 7 and 8 of the District of Columbia, our nation’s capital. Although licensed for over 145 beds, the hospital typically runs a census of approximately 115 patients per day. The hospital provides basic medical services to the community including:

1. Medical Surgical Services;
2. Telemetry services;
3. A 13 bed ICU;
4. Surgical Services with 4 operating rooms;
5. Emergency Services with 19 acute bays and a fast track area that serves approximately 45,000 visits per year;
6. Ambulatory Care services including clinics providing wound care, primary care, specialty care, and Gynecology care;
7. An inpatient dialysis unit;
8. A noninvasive cardiac catheterization laboratory; and
9. Interventional radiology.

The primary service area of the hospital includes approximately 180,000 residents in the District of Columbia and an additional 1 million people live in neighboring Prince George’s County Maryland.

B. DC Law Requirements

Prior to the award of any Contract that may result from this RFP effort, the successful Bidder will be required to obtain a DC Basic Business License as described on the DC Department of Consumer and Regulatory Affairs website: <http://dcra.dc.gov/service/apply-basic-business-license-bbl>. Additionally, a Certificate of Clean Hands and a Certificate of Insurance must be provided as well.

C. Stakeholders

This Program has a number of important stakeholders, including, but not limited to:

1. District of Columbia residents
2. Hospital Board of Directors
3. Hospital Staff
4. Hospital Medical Staff
5. Hospital Management
6. District of Columbia Mayor Muriel Bowser

7. City Council of the District of Columbia

D. Term of Contract

The Hospital anticipates that the initial term of any Contract that may be awarded as result of this RFP process will be for a period of one year

III. EVALUATION

Factors and Their Relative Importance

Each proposal will be evaluated and scored based on a scale of 1 to 100 utilizing the evaluation factors below:

- (a) Relevant Experience and References (20 points)
- (b) Project Management Plan (20 Points)
- (c) Key Personnel (20 points)
- (d) Price (20 points)
- (e) Equitable Inclusion (20 points)
- (f) *Application of Preferences are listed on Page 9*

IV. PROPOSAL SUBMISSION

Failure to comply with these instructions may disqualify the vendor from further consideration.

- A. **Proposal Contents.** Each Bidder must demonstrate past and present ability to fulfill the requirements established by this RFP. Each Bidder must also provide detailed information demonstrating its ability to perform the necessary services with specific reference to the requirements in the Scope of Work. Every proposal must be in writing and must include:
1. **COVER LETTER:** Provide a brief description of the Bidder and identify an individual (name, address, telephone number, e-mail, and fax) who will be the Firm's principal contact person.
 2. **RELEVANT EXPERIENCE AND REFERENCES:** The Hospital wishes to engage a Contractor with the experience necessary to realize the goal and successfully complete the required work as described in Attachment A of this RFP. This element is worth up to twenty (20) points.
 - Formal name of the company and its headquarters' complete address
 - Description of ownership structure
 - Indicate the age of the company and its years in business providing Surgical Services.
 - The Bidder shall submit information on up to three (3) projects to demonstrate the Bidder's relevant experience and capability with projects similar in size and scope as those described in Attachment A
 - Complete Appendices 1 and 2, and include a signed Appendix 3. Provide a list of contracts terminated for default within the last five (5) years. This component will be evaluated based on the Bidder's demonstrated experience in: (i) performing projects in a working hospital setting and minimizing interference with the hospital's operations; (ii) knowledge of, and access to, the local subcontracting market; and (iii) knowledge of the local regulatory agencies.

3. **MANAGEMENT PLAN AND STATEMENT OF WORK DELIVERY MODEL:** This element of the evaluation is worth up to twenty (20) points.
 - **Management Plan:**
 - Bidders are required to submit with their proposal a Project Management Plan that clearly explains how the Bidder intends to implement, manage, and complete the projected Project.
 - **Statement of Work Delivery Model:**
 - Describe your delivery model for each of the Contractor Responsibilities requirements in ATTACHMENT A – Statement of Work.
 - Describe any facility space, personnel support, or IT resources needed from the hospital to ensure a smooth and successful implementation.
4. **KEY PERSONNEL:** Bidders shall assign personnel to this Project who have experience in fulfilling similar scopes of work. This element of the evaluation is worth up to twenty (20) points.
 - Describe how your company determines the appropriate level of staffing.
 - Provide resumes of the key management for this service.
 - How does your company manage urgent staffing needs?
5. **PRICING SCHEDULE:** Contractor should respond in the format provided in ATTACHMENT B to this RFP listing every cost that is being proposed with a capped annual dollar amount for each cost. This element of the evaluation is worth up to twenty (20) points.
 - What is your proposed financial arrangement?
 - Identify your current professional liability insurance company and the amount of coverage you carry for the Contractor and individual providers.
6. **EQUITABLE INCLUSION** The United Medical Center will prioritize Respondents that maximize by leadership, inclusion and/or location. This element of the evaluation is worth up to twenty (20) points.
 - Racial and ethnic minorities
 - Other persons who are members of historically disadvantaged groups
 - Businesses located in Wards 7 and 8.
7. **APPENDIX 1 (Complete)**
8. **APPENDIX 2 (Complete)**
9. **APPENDIX 3 (Sign)**

B. ACCEPTANCE OF PROPOSAL

The submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions set forth herein. Any additional terms and conditions requested by the Bidder must be submitted with the proposal and negotiated with the Hospital's Office of the General Counsel prior to issuance of the award.

1. Proposals should be prepared simply and economically, avoiding the use of unnecessary promotional material. **The Hospital will not reimburse costs of preparing the proposals.**
2. No member of the Hospital's Board of Directors or its Executive Staff shall have a financial interest in any Firm's proposal.
3. In cases of disputes over differences of opinions as to the services in the proposal, the decision of the Hospital shall be final.
4. Proposals should be submitted no later than 5:00 PM (Eastern Standard Time) on October 20, 2021 in both electronic and hard copy formats to the Procurement Manager. Electronic submissions shall be via email or on CD/jump drive, and hard copy submissions shall be submitted with an original and one unbound copy in a sealed package appropriately marked with the proposal title, and the name and address of the respondent. Electronic submission cannot be submitted in lieu of the hard copy submission.
5. Proposals must contain fixed Bidder offers for all goods and services for the Base Year and any Option Years as stated. NFPHC reserves the right to further negotiate the terms and conditions of any submitted Proposal.
6. NFPHC reserves the right to request clarification of any part of any Proposal.
7. Should there be any differences of opinions as to the Scope of Work for this RFP, the decision of NFPHC shall be final.
8. All Proposals submitted must remain valid for a period not to exceed 120 days after the Bidder submits.
9. In compliance with its Procurement Rules, NFPHC reserves the right to withdraw this RFP at any time, to reject all Proposals, reject any Proposal for non-compliance with RFP provisions, or choose not to award a contract if such action is determined to be in the best interest of the NFPHC.
10. NFPHC reserves the right to accept or reject any sub-contractor, franchisee, or business partner that the Bidder includes its Proposal.
11. Any conflict of interest shall be resolved in accordance with NFPHC Policies and Procurement Rules.

C. EVALUATION OF PROPOSAL

The review and evaluation of proposals are subject to the NFPHC's Procurement Rules. This RFP shall not be construed as a contract, an offer or a request for an offer. Bidders responding to this RFP receive no rights whatsoever as a result of their Proposal. The Proposal will be evaluated by NFPHC and the highest ranking Bidder(s) may be asked to make formal presentations to NFPHC's Evaluation Committee. Evaluation of the Proposals shall include but not be limited to the following criteria:

1. The extent to which the services described in the Bidder's Technical Proposal reflects the Bidder's thorough understanding of the required services and delivery.
2. The quality and adequacy of the Bidder's staffing plan, including the ability of any proposed subcontractors to meet the qualifications and service requirements set forth in RFP and the proven ability of the firm, its staff, and its identified subcontractors to provide similar services in size, scope, and setting in a satisfactory manner and within budget.
3. The thoroughness of the overall management plan proposed by the Bidder and the extent to which the proposal outlines methods to streamline the execution of each phase.

4. The evident expertise working with hospitals is required along with an understanding of the District of Columbia Government, knowledge of the health care needs in the District of Columbia's Wards 7 and 8 and neighboring Prince George's County, Maryland is preferable.
5. The financial stability and capacity of the Bidder and the subcontractors to perform.
6. Cost and overall value to the Hospital.

D. PRESENTATION

If invited for a virtual presentation, the Bidder's presentation shall be limited to one hour and will be followed by questions from Hospital Board members and/or designated Hospital staff.

E. NOTICES

1. **Governing Law.** This RFP shall be governed by and construed in accordance with the applicable laws of the District of Columbia.
2. **Restrictions on Data and Use.** – Bidders who include information in their proposal that they do not wish to be made public or to be used by the Hospital except for in this procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Not-for-Profit Hospital Corporation (“NFPHC”), and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this Bidder as a result of or in connection with the submission of this data, NFPHC shall have the right to duplicate, use, or disclose the data to the extent consistent with NFPHC’s needs in the procurement process. This restriction does not limit NFPHC’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets _____ (insert page numbers or other identification of sheets).”

And each sheet of data that should be restricted shall be marked with the following legend:

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

F. Contract Award

1. **Most Advantageous:** Should the Hospital award a Contract as a result of this RFP process, the award would be to the responsible Firm whose offer will be most advantageous to the Hospital considering cost or price, technical and other factors as specified in this RFP.
2. **Initial Offers:** Should the Hospital award a Contract as a result of this RFP process, the Hospital may do so on the basis of the Technical Proposal received, without discussion. Therefore, each initial proposal should contain the Bidders' best terms from a standpoint of cost or price, technical and other factors.
3. **Contract Provisions:** In addition to the Standard Contract Provisions referenced in APPENDIX 3 of this RFP, all Hospital contracts include the following language:

- i. **ANTI-DEFICIENCY ACTS.** The Contract shall be interpreted in accordance with and pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008) (the “Federal ADA”), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (the “D.C. ADA”); (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (collectively, as amended from time to time, the “Anti-Deficiency Acts”). Under the Anti-Deficiency Acts the Not for Profit Hospital Corporation (“Hospital”) cannot obligate itself to any financial commitment in any present or future year unless the necessary funds to pay that commitment have been appropriated by the Congress of the United States (the “Congress”) and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Contract shall create an obligation of the Hospital in anticipation of an appropriation by Congress for such purpose, and the Hospital’s legal liability for the payment of any amount under this Contract does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. Any Contract provision that violates the Anti-Deficiency Acts is void; however, the Contract shall remain valid. See section 3 of the Standard Contract Provisions for use with the Not-for Profit Hospital Corporation Supplies and Services Contracts, dated December 27, 2010.
- ii. **Indemnity Provisions.** The Hospital cannot and does not agree to contract provisions that provide for the Hospital to indemnify the contractor, its agents, employees, invitees, successors, or assigns.
- iii. **Contingent Fees.** The Hospital cannot and does not agree to enter into contingent fee contracts, unless the fee amount is limited to a specified amount adequately covered by an available appropriation at the time of contract award.
- iv. **Insurance Coverage.** The Hospital shall NOT provide any liability coverage including physician malpractice coverage, to the Contractor while the Contractor performs within the scope of the Contractor's responsibilities as outlined in this Contract at the Hospital.
- v. **Contracts in excess of One Million Dollars or Multiyear Contracts.** Any contract that provides for expenditures in excess of one million dollars (\$1,000,000.00) in a twelve (12) month period or any contract which is a Multiyear contract shall not be binding or give rise to any claim or demand against the Hospital until approved by the Council of the District of Columbia and thereafter signed by the Contracting Officer.
- vi. **Fiscal Year Funds.** Contracts that extend beyond the fiscal year are subject to the appropriation of funds.
- vii. **Freedom of Information Act.** The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the Hospital to make available for inspection and copying any record produced or collected pursuant to a Hospital contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.
- viii. **Laws applicable to the Hospital include:**
 - (a) District of Columbia Quick Payment Act of 1984, as amended, D.C. Code § 2-221.01; Living Wage Act of 2006, as amended, D.C. Code § 2-220.01; Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Code § 2-218.01 and 2-218.50; First Source Employment Agreement Act of 1984, as amended, D.C. Code § 2-219.01; Service Contract Act, 41 USC 351(a); Health Insurance Portability and Accountability Act of 1996, P.L. 104-191; the Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164.

- (b) Applicable Hospital laws, rules and policies, including the Not-for-Profit Hospital Corporation Establishment Act (D.C. Official Code §§44-951.01 *et seq.*, 44-407(b)(14), 2011 Supp.) and the Hospital's Procurement Rules (27 DCMR 46; May 27, 2011).
- (c) All other applicable District of Columbia and federal laws and regulations, including laws and regulations of any agency having jurisdiction, including Center for Medicare and Medicaid Services and The District of Columbia.

G. Economic Inclusion

1. Preferences for Certified Business Enterprises

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act. A copy of the certification acknowledgment letter shall be submitted with the Bidder's proposal. In accordance with this law, the following points shall be granted in evaluating an Bidder's proposal:

2. Application of Preferences

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

- (a) A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive three (3) points.
- (b) A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive five (5) points.
- (c) A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive five (5) points.
- (d) A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive two (2) points.
- (e) A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive two (2) points.
- (f) A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two (2) points.
- (g) A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive two (2) points.
- (h) A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive two (2) points.

- 3. Maximum Preference Awarded.** Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve (12) points for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

Verification of Bidder's Certification as a Certified Business Enterprise

(a) Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Bidder should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

(b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business
Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite
850N Washington DC 20001

(c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

Subcontracting Requirements

A vendor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. See D.C. Official Code § 2-218.46, "Performance and subcontracting requirements for construction and non-construction contracts; subcontracting plans." Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the vendor fails to submit a subcontracting plan that is required by law.

Mandatory Subcontracting Requirements

(a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(b) If there are insufficient SBEs to completely fulfill the requirement of (a) above, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a) and (b) of this clause.

(d) Except as provided below in (e) and (g) of this clause, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-

aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2- 218.63.

(f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

(g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume in accordance with the Mandatory Subcontracting Requirements. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime contractor will pay each subcontractor.

Copies of Subcontracts

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

Subcontracting Plan Compliance Reporting

(a) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, PM, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- 1. The price that the prime contractor will pay each subcontractor under the subcontract;
- 2. A description of the goods procured or the services subcontracted for;
- 3. The amount paid by the prime contractor under the subcontract; and
- 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report

(b) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet

annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

Notices

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

Enforcement and Penalties for Breach of Subcontracting Plan

(a) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

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

(c) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions described in the Agreement.

Subcontractor Standards

A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

Residency Hiring and First Source Employment Requirements for Contractors and Subcontractors

District Residents Hiring

At least fifty-one percent (51%) of the Vendor's employees and every subcontractor's employees hired after the Vendor enters into a contract with the Hospital, or after each subcontractor enters into a contract with the Vendor to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Vendor and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

First Source Employment Agreement

The Vendor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Vendor and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES"); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10th of each month.

Apprenticeship Act

The Contractor and all of its traded subcontractors shall comply with the Apprenticeship Act. In addition, thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

APPENDIX 1

Background Information

Must be completed and submitted with all proposals.

What is the legal name of your Company? Include FEIN as this will be checked against DC and Federal Debarment lists.
What is the Company's headquarters mailing address?
How many years has your company been in business?
List name and title for the principals of the company.
What are the parent/subsidiary relationships in the organization?
Please describe the nature of all your business operations (e.g. major business lines, major markets served, history)
Please describe all of your operating units, subsidiaries, and affiliated companies.
Would anyone from your company (i.e., management, key employees, large shareholders) enter into any conflicts of interest by conducting business with the Hospital? (if yes, please explain)
Does your company offer the proposed services via a GSA Schedule? Please provide number(s) for Schedule(s).
Does your company offer the proposed services via a contract with a federal agency? Please provide number(s) for Contract(s).
Is your company a member of a Group Purchasing Organization? Please list.

APPENDIX 2

References

Must be completed and submitted with all proposals.

List at least three (3) Healthcare customer references to which your Firm has provided services similar in size and scope to those being proposed.

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

APPENDIX 3
Acknowledgement of Required Documentation
 Must be signed and submitted with all proposals.

By signing below, I acknowledge the following:

1. Prior to the date of award of any contract with the Hospital, my company will be required to provide the Hospital with a copy of my company's DC Basic Business License (if applicable) and proof of insurance.
2. My company acknowledges that the below-listed documents (available in the Doing Business With section of the Hospital's website: <http://www.united-medicalcenter.com/about-us/doing-business-with-umc.html>) are incorporated by reference into all NFPHC contracts and that, where applicable, it will be the responsibility of my firm to complete and submit both the First Source Agreement and the LSDBE Subcontracting Plan to the Hospital and the proper District of Columbia government agency.

DOCUMENTS	APPLICABILITY
NFPHC Standard Contract Provisions	Applies to all contracts
NFPHC Business Associate Agreement	Must be signed by all Business Associates
Living Wage Act of 2006	Applies to all contracts
Department of Labor Wage Rates	Applies to all contracts
First Source Agreement	Must be completed for all contracts over \$300k
LSDBE Subcontracting Plan	Must be completed for all contracts over \$250k

3. The above-listed documents may not be changed or altered in any way.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT A
STATEMENT OF WORK
FOR
Surgical Services

Through the establishment of Behavioral Health Unit services in the District of Columbia's Wards 7 and 8, the Hospital is soliciting proposals from Companies who can provide Services for this initiative. Companies responding to this RFP must include professional services to facilitate all regulatory and related filings in their proposal.

Scope of Services:

Subject to and in accordance with the terms and provisions of the Contract, the vendor hereby agrees to provide the following Services to Hospital:

1. Chief of Surgery administrative services
 2. General surgery emergency and in-house coverage 24/7
 - I. Urology emergency on-call coverage will be eliminated and general surgery will serve as primary response with urology backup.
 - II. Urology services will continue to be available.
 3. General surgery outpatient clinic coverage.
 4. Urology outpatient clinic coverage.
 5. Orthopedic surgery emergency and in-house coverage.
 6. Orthopedic surgery outpatient clinic coverage.
 7. Mid-level health provider support services.
- A. All providers will bill for their professional services for all Services provided to the Hospital, except for clinic coverage Services.
- B. Hospital shall retain the right to bill for clinic coverage professional services and the vendor shall ensure that no provider bills for clinic coverage professional services.
- C. The vendor shall ensure that all providers rendering Services shall timely complete medical records and all other applicable documentation required by the Hospital's Medical Staff bylaws and policies and procedures.
- D. The vendor shall ensure that all providers rendering Services timely complete and submit timesheets (as set forth in Section III) documenting the Services provided in the form and manner prescribed by the Hospital.
- E. The vendor shall require all of its employees, contractors, agents, or other representatives performing Services for Hospital to fully cooperate with Hospital to credential any provider of Services with third-party or governmental payors. Moreover, the vendor shall require all of its employees, contractors, agents, or other representatives performing Services for Hospital to fully cooperate with Hospital to allow Hospital to bill for any Services as provided for hereunder.
- F. The vendor will ensure that all Contractor Providers are members in good standing of the Hospital's medical staff with the necessary clinical privileges to provide the services.
- G. The vendor services shall provide the staffing requirements for the Hospital, including self-coverage for vacations. These FTE's can be any combination of Surgical providers and Certified Mid-Level Health Provider as is allowed by the Regulations of the District of Columbia and the rules of the Medical Staff of the NFPHC commonly known as the United Medical Center.

Ownership.

All data, materials, and other information provided to the vendor and any information and materials collected by the vendor or information, materials, deliverables, or other works prepared by the vendor, including patient records, while performing the Services, will be deemed a “work-made for hire” (to the extent applicable), shall be owned by Hospital (“Hospital Materials”). If any of the Hospital Materials are deemed not to be work-made for hire or to the extent that the vendor has any other right in such Hospital Materials, the vendor hereby assigns all of its right, title, and interest, including the copyright hereto, to Hospital. The vendor shall take all action reasonably requested by Hospital to evidence Hospital’s right, title, and interest in the Hospital Materials. To the extent that any Hospital Materials are created by subcontractors on the vendor’s behalf, the vendor shall enter into appropriate work for hire and assignment agreements with each such subcontractor in order to secure all right sin the Hospital Materials for Hospital.

Warranties of the vendor: The vendor represents and warrants that it:

- A. is under no current contractual obligation(s) or subject to any other obligations or restrictions, written or oral, which are inconsistent with execution of this Contract, or which would otherwise interfere with the vendor’s performance of the Services.
- B. employs and/or otherwise retains individuals qualified by training, licensing, education, and/or experience to perform the Services.
- C. is not, and does not employ and/or otherwise retain individuals, subject to any proceeding relating to exclusion or suspension from participation in any state, federal, or third party health care payor program;
- D. is covered by adequate policies of insurance as may be further outlined in this Contract;
- E. will remain in compliance with all applicable federal and District of Columbia laws, rules, and regulations, the Medicare Conditions of Participation, the Joint Commission accreditation standards, and all policies and procedures in place at Hospital, which relate to its provision of the Services;
- F. will comply with all applicable District of Columbia business and professional licensing and certification requirements; and
- G. will comply with all applicable federal and District of Columbia criminal background check requirements. Evidence of such background checks shall be provided to Hospital upon execution of this Contract.

Confidentiality.

- A. The vendor acknowledges that in connection with its provision of the Services, Hospital may be required to disclose to the vendor information which is confidential and/or proprietary to the Hospital (collectively “Confidential Information”), and further, that the vendor may be caused to create such information during its performance of the Services, and in execution of this Contract. For purposes of this Section B.5, the determination of whether something qualifies as Confidential Information, whether in tangible or intangible form, shall be in the sole discretion of Hospital.
- B. The vendor represents and warrants that it will not, at any time now or in the future, directly or indirectly, publish, disseminate or otherwise disclose to any third-party Confidential Information, as such term is contemplated above, and further, that it will not use or otherwise appropriate such information for its own benefit.
- C. Upon conclusion of the Services, the vendor agrees to return to Hospital all documentation and material, whether in tangible or intangible form, that came into the vendor’s possession as a result of its performance of the

Services, regardless of whether such documentation and material was prepared by the vendor, or whether such would be considered Confidential Information.

- D. The vendor agrees that to the extent applicable, it will comply with all laws and regulations concerning the confidentiality and disclosure of medical records and medical record information, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. 1320d through 1320d-8, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, and any regulations promulgated pursuant thereto. For purposes of complying with the privacy provisions of HIPAA, it is expressly acknowledged that the vendor’s relationship with the Hospital may be considered as that of a “Business Associate” as such term is defined by HIPAA and its accompanying regulations, and that the vendor will execute a separate Business Associate Agreement (“BAA”), which is incorporated into and made a part of this Contract. The vendor also agrees to comply with the regulations for confidentiality of alcohol and drug abuse treatment records covered under 42 U.S.C. § 2.1-.67 and with the requirements of the D.C. Mental Health Information Act of 1978 (D.C. Code § 7-1201.01-1208.07).
- E. The provisions of this Section B.5 shall survive expiration or termination of this Agreement and the Hospital shall have the full right to seek injunctive relief, without bond, to enforce its provisions in addition to any other existing rights provided in this Contract or by operation of law.

Billing

The Vendor will provide its own National Provider Identifier (NPI) and its own billing service for the purposes of professional billing. The vendor will work with the hospitals IT department to gain access as is deemed appropriate by the hospital for the purpose of professional billing of services.

Insurance.

- A. The vendor shall maintain general liability policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, with excess coverage in an amount not less than Three Million Dollars (\$3,000,000.00) to cover claims in the aggregate.
- B. The vendor shall require all employees and/or contractors to retain medical malpractice insurance policies, with appropriate tail coverage, and such policies shall have limits of no less than One Million Dollars (\$1,000,000.00) per incident and Three Million Dollars (\$3,000,000.00) in the aggregate.
- C. The vendor shall maintain workers’ compensation insurance as prescribed by law and employer’s liability insurance in an amount of not less than \$100,000.00.
- D. The vendor shall maintain unemployment insurance to the full extent required by statute.
- E. The vendor shall maintain automobile liability in an amount of at least One Million Dollars (\$1,000,000.00) combined single limit.
- F. All such policies of insurance shall be written by companies authorized to conduct business in the District of Columbia, have an AM Best Company rating of A- or higher, be primary and non- contributory, and contain a waiver of subrogation. The vendor agrees that Hospital will receive no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage, policy or policies. The vendor shall provide Hospital with certificate(s) of insurance which evidences the coverage described herein, upon execution of this Agreement.

Hospital Policies and Procedures. The vendor acknowledges and agrees that each employee, agent or other representative of the vendor performing Services for Hospital shall abide and comply with all applicable Hospital polices, including, but not limited to, Hospital’s vendor Code of Conduct and all applicable background and health screenings (a copy of which is available upon request).

Access to Hospital and Hospital Equipment; Hospital Rules.

- A. The vendor shall require all the vendor's personnel, while on Hospital premises, to comply with all Hospital rules and regulations. Further, the vendor shall promptly advise Hospital of any failure of the vendor personnel to comply with such rules and regulations.
- B. Hospital may provide the vendor personnel who will have access to Hospital's premises in connection with the provision of Services with identification credentials, keys, and access cards. The vendor shall take steps to ensure that keys or access cards are not duplicated, and shall be fully liable to Hospital for any loss or damage to Hospital property, or any breach of security, resulting from any failure, breach, or negligence on the part of the vendor to comply with the foregoing. The vendor shall immediately: (1) advise Hospital of any of changes in the status of personnel to whom identification credentials, keys, or access cards have been provided, and (2) return to Hospital identification credentials, keys, or access cards that are no longer to be used. Further, all identification credentials, keys, and access cards shall be returned to Hospital at its request or on termination of this Contract.
- C. Hospital may provide the vendor personnel with office space and/or storage space in order to perform the Services. Such space may only be used in connection with the Services.
- D. In the event that Hospital provides the vendor with access (on-site or remotely) to Hospital's computers or electronic data storage systems in connection with the provision of Services. The vendor shall limit access and use to the vendor's personnel who need such access in order to perform Services. Neither the vendor nor the vendor's personnel may access or use any such systems except to perform Services. The vendor shall advise Hospital in writing of the name of the vendor's employees and/or contractors with such access and shall ensure that each strictly follows all Hospital security rules and procedures for use. The vendor acknowledges that user identification information, passwords, and other information related to such access and use is Confidential Information. The vendor shall be fully liable to Hospital for any loss or damage to Hospital due to any failure, breach, or negligence on the part of the vendor to comply with the foregoing.
- E. The vendor acknowledges that any equipment or supplies provided by Hospital are provided "AS IS" and that the vendor bears all risk of loss and damage to them. The vendor shall: (1) not remove them from Hospital's premises without written consent and provided Hospital provides a secure location for storage; (2) agrees to use them only for the performance of Services; and (3) return them to Hospital on completion of use, or at such earlier time as Hospital may request, in the same condition as received by the vendor, reasonable wear and tear excepted.

Records and Reports.

The vendor agrees to maintain and furnish such records, reports, and documentation evidencing the performance of the Services provided to the Hospital as it may request of as may be required by applicable law or by any local, state, or federal agency having regulatory authority over the Hospital. The provisions of this Section shall survive expiration or termination of this Agreement.

Performance Metrics.

The vendor shall ensure the below-listed Performance Metrics in support of the Hospital's measurable goals relating to Quality, Efficiency and Customer Satisfaction are being met throughout the Term (as defined in Part C) of this Contract. The Contractor's performance against these metrics shall be reviewed quarterly:

PERFORMANCE METRICS

QUALITY

1. Critical incidents: sentinel events, near misses – Less than 1% of total patient volume (each modalities)
2. Wrong patient, wrong examination, wrong procedure – Less than 1% of total volume
3. Implementation of Universal Protocol at 100%
4. Peer review activities – monthly quality audits, monitoring, and reporting
 - a. Number of consults
 - b. Case Volume
5. Joint Commission Cores* \geq 90% (*Hospital Standards)

EFFICIENCY

1. On-time start and appropriate utilization of surgical supplies, and staff during gastroenterological surgery cases
2. Maintain a cost-effective utilization of surgical supplies, and staff during gastroenterological surgery cases

CUSTOMER SATISFACTION

1. Patient complaints < 1% total patient volume
2. Physician satisfaction (timeliness, reliability, responsiveness, quality of service, professionalism, etc.) meets or exceeds expectations based on hospital-wide customer service initiative

PROGRAM DEVELOPMENT

1. Promote innovation in Surgery through:
 - a. Active participation in OR product and equipment standardization
 - b. Develop and maintain in concert with hospital and medical leadership a growing and expanding surgical service
2. Implement and maintain a General Surgery Practice within Hospital's MOB

Miscellaneous.

- A. Fair Market Value. The Contractor and the Hospital hereby represent and warrant that to the best of their knowledge, information and belief the total compensation provided under this Contract, including cash compensation and benefits, does not exceed fair market value for the services required. Moreover, this Contract includes all of the services that the Contractor provides for the Hospital, unless those services are specifically addressed in a separate, written contract. The Parties agree that all of the services required by this Contract are commercially reasonable and are expected to be provided in full as described herein. No part of the compensation under this Contract will take into consideration the volume or value of any possible referrals of patients or business that may result from the Parties' contractual relationship, if any.
- B. Post-Termination Remedies and Notice. In the event that the Contractor terminates this Contract other than as permitted under this Contract or if this Contract is terminated by the Hospital due to a breach of this Contract by the Contractor or the occurrence of any other cause for termination set forth in this Contract, then the Hospital shall retain all legal and equitable remedies available to the Hospital, including the right to pursue claims for damages against the Contractor. These claims and remedies shall be in addition to enforcement by the Hospital of the restrictive covenants in this Section, it being agreed that all such remedies are cumulative and non-exclusive. The Hospital will provide any required notice to be sent to the Contractor's patients related to the expiration or termination of this Contract and the Hospital shall determine the content of such notice. In no event shall the Contractor send any such notice to patients related to the expiration or termination of this Contract.

ATTACHMENT B

PRICING
FOR
Surgical Services

Contractor to include a detailed Gant Schedule (if requested), starting from a NTP through project completion.

NOT-FOR-PROFIT HOSPITAL CORPORATION, commonly known as United Medical Center, an instrumentality of the District of Columbia government, hereinafter known as the "Hospital".		CONTRACT		Page 1 of __
		1. Contract Number:		
2. Address Not-For-Profit Hospital Corporation Accounts Payable 1310 Southern Avenue, S.E. Washington, D.C. 20032	3a. Effective Date: Date of Execution	4a. Requisition/Purchase Order/Task Order.		
	3b. Date work begins if different from Effective Date: N/A			
	3c. Date of Council Approval: N/A	4b. Department(s) Using Goods or Services:		
5. Contractor: Various		6. Subject:		
7. Base Year Funding Request:				
8. Number of Option Years: 0				
9.	Section	Description	Section	Description
	I	<i>"Contract Specifications"</i> Part A. Price Schedule Part B. Scope of Work Part C. Period of Performance Part D. Administration		
	II	<i>"Contract Terms and Conditions"</i> Part E. General Provisions Part F. Special Contract Requirements		
	III	<i>"Technical Proposals"</i> (if applicable) Part G. Technical Proposal		
10. CONTRACTOR By: Authorized Contractor Representative		11. NOT-FOR-PROFIT HOSPITAL CORPORATION By: Authorized Contracting Officer		
10A. Name and Title: (Type or print):		11A. Name of Contracting Officer: Contracts Administrator		
10B. Signature:	10C. Date Signed	11B. Signature	11C. Date Signed	
12. GENERAL COUNSEL – LEGAL SUFFICIENCY				
This contract appears legally sufficient. Please be advised that my finding is premised on the Contract receiving any and all requisite approvals. In additions, the Hospital continues to work with other District agencies to determine the most effective manner for all involved to achieve their respective legislative mandates while the Hospital strives to meet: (i) its Establishment Act purposes (D.C Official Code §44-95 I.02(b)); (ii) the Hospital Board of Directors approved Strategic Plan (all thirteen Councilmembers introduced the Sense of the Council Not-for-Profit Hospital Corporation Transformation and Sustainability Resolution of 2014 (PRO-731)), which expressed the desire that the Hospital move swiftly to implement the strategic plan); and (iii) its clarified District government charged legislative mandate in the Fiscal Year 2015 Budget Support Emergency Act of 2014 (B20-849), which required the Hospital move forward expeditiously with improving UMC operations and soliciting proposals for private sector takeover of the ownership and management of the United Medical Center.				
Approved as to Legal Sufficiency: _____ Mike Austin, NFPHC General Counsel			Date: _____	
13. CFO – CERTIFICATION OF FUNDS Certification of Funds: _____ Date: _____ Lilian Chukwuma, NFPHC Chief Financial Officer		<i>I hereby certify funds are sufficiently included in the District's FY 201__ budget and financial plan to support this Contract.</i>		