



REQUEST FOR PROPOSAL

Radiology Services

FOR

NOT-FOR-PROFIT HOSPITAL CORPORATION

ISSUED BY:

**NOT-FOR-PROFIT HOSPITAL CORPORATION
Procurement Department
1310 Southern Avenue, S.E.
Washington, DC 20032**

RFP: #284958- RDG

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 – Pricing20

Attachment C – Standard Contract21

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 **Radiology Services** at United Medical Center, located at 1310 Southern Avenue, SE, Washington, DC 20032.

B. RFP Schedule

DESCRIPTION	DATE
RFP ISSUED:	November 05, 2021
INTENT TO PARTICIPATE (Mandatory):	November 19, 2021
PRE-PROPOSAL VIDEO/TELECONFERENCE (See Section E) (MANDATORY)	November 23, 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.	November 24, 2021
NFPHC RESPONSE TO BIDDER QUESTIONS	December 3, 2021
PROPOSAL DUE:	December 10, 2021 No later than 3:00pm EST
EVALUATION PERIOD:	December 17, 2021 - December 21, 2021
NOTICE OF INTENT TO AWARD:	January 4, 2022
PROPOSED COMMENCEMENT DATE:	On or about February 1, 2022

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 Radiology 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 3:00 PM (Eastern Standard Time) on December 10, 2021 in electronic and/or 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
Radiology Services

Scope Summary

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 Service

- A. The Contractor shall, reporting to the Chief Medical Officer ("CMO") for the Hospital, perform professional medical services as defined herein, as an independent contractor to the Hospital in accordance with applicable District of Columbia and federal laws and regulations, Hospital and Department policies, and requirements of The Joint Commission.
- B. In the performance of this Contract it is mutually understood and agreed that the Contractor will provide physicians to staff the Hospital's Radiology Department and that each Physician associated with the Contractor is at all times acting and performing as an independent contractor to the Hospital and not as an employee, joint venturer, agent, or lessee of Hospital. Neither the Contractor, nor any physician associated with the Contractor shall have any claim under this Contract against Hospital for vacation pay, sick leave, retirement benefits, social security, disability, workers compensation, unemployment insurance or any other employee benefits; all of which shall be the sole responsibility of the Contractor. The Hospital shall not withhold on behalf of any physician, insurance, social security, or any other withholding pursuant to law or requirements of any government agency. All such withholding shall be the sole responsibility of Contractor.
- C. The Contractor, through its physicians who are employed by the Contractor or under contract to the Contractor (collectively "Physicians"), shall provide Radiology Services and Interventional Radiology Services on an exclusive basis to the Hospital. No Physician (either radiologist or non-radiologist) not employed or contracted by the Contractor shall be allowed to apply for and obtain membership on the Medical Staff of Hospital and/or clinical privileges to provide Radiology Services for Hospital or its facilities. As used throughout this Contract, "Radiology Services" shall mean all professional radiology services, including teleradiology and all procedures performed which involve isotope use, ionizing radiation, ultrasound or magnetic resonance imaging for any diagnostic, interventional (excluding vascular and cardiac catheterization) or therapeutic purposes, and also including any additional procedures which, due to technological advancement or progress in the state of the art, supplement or replace in whole or in part, any radiology services, whether it can be transmitted by a technology now known or later devised.
- D. Hospital believes it is in the best interest of it patients to grant such exclusive right for the following reasons:
 - i) The quality of the Radiology Services provided will be improved when the same group of physicians provides professional services.
 - ii) Lower costs may be obtained through the consolidation of Radiology Services.

- iii) Utilization review and performance evaluations for the physicians providing radiology services can more easily be obtained and maintained.
 - iv) Administration of Radiology Department (“Department”) will be made more efficient if Hospital deals with one group of physicians for the provision of Radiology Services.
- E. The professional medical services to be provided by Contractor, all of which shall be performed in accordance with applicable District of Columbia and federal laws and regulations, Hospital and Department policies, Hospital Medical Staff bylaws, and requirements of The Joint Commission, shall include the following (collectively, the “Services”):
- F. Contractor shall be responsible for providing Radiology Services to the Hospital twenty-four (24) hours per day, seven (7) days per week. Onsite coverage for all Radiology Services for the Department, with the exception of Interventional Radiology procedures, shall be during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday (except the holidays listed below), 8:00 a.m. to 1:00 p.m. Saturday (except the holidays listed below), and 8:00 a.m. to 12:00 p.m. Sundays and the following holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Coverage of remaining evening, weekend and holiday hours will be provided remotely by the Contractor or its designated provider through the use of its tele-radiology platform. In the event that the parties mutually agree to an exception to the exclusivity provisions of this section to permit any non-Contractor physician to perform any Radiology Services, the Contractor shall have no obligation to provide more than its pro rata share of on-call coverage for Radiology Services that are not provided exclusively by the Contractor, and call coverage for such non-exclusive services shall be proportionate to the percentage and types of procedures performed by the Contractor during the regularly scheduled daytime hours.
- G. Contractor shall perform onsite Radiology Services as outlined above and shall provide teleradiology via the Contractor itself or via a third party teleradiology services provider contracted by the Contractor.
- H. Contractor shall be responsible for providing on-site coverage for all Interventional Radiology Services for the Department during the hours of 9:00 a.m. to 3:00 p.m. Monday through Friday (except holidays listed above).
- I. The Contractor shall review and provide comments/suggestions on the Hospital’s marketing efforts for the Radiology Department.
- J. Performing other such clinical and/or consultative clinical duties as assigned, and consistent with the services to be provided hereunder.
- K. The Contractor shall provide all Services required by this Contract without regard for a patient’s ability to pay or source of payment.
- L. The Contractor shall review and provide comments/suggestions on the Hospital’s marketing efforts for the Radiology Department.
- M. Quality Reporting: Radiology tracks, reviews and reports the follow indicators to Hospital Administration on a monthly basis or as otherwise indicated:
- N. The Contractor shall disclose Contractor’s economic interest or relationship with the Hospital to the extent required by law.

- O. The Contractor shall report all hours worked at the Hospital under this Contract using the timesheet provided in by the Hospital of this Contract or any other accounting or recordkeeping form(s) approved by the Hospital.
- P. Credentialing Applications. The Contractor will ensure that for the duration of this Contract, all information in the Universal Credentialing Database, including, without limitation, the attestation sheet, remains current for Contractor and further agrees to provide the Hospital copies of all Universal Credentialing Database documents. All credentialing forms provided to the Contractor shall be completed and returned within one business day of the Contractor's receipt of such forms.
- Q. Maintenance and Access to Records. The Contractor shall maintain or cause to be maintained adequate records of all billings, collections and expenses of the Contractor's medical practice, and also documentation of the allocation of direct expenses to the Contractor as it pertains to the scope of this agreement. Without limitation, such records and documentation shall include information necessary to verify the accuracy of all financial information submitted by the Contractor to the Hospital and to confirm compliance with the terms of this Contract with respect to billing and collection of accounts receivable, and allocation of expenses to the Contractor, if any. All such records shall be maintained for at least five (5) years following the end of the term of this Contract. Access to and copies of any and all records described in this Section shall be provided by the Contractor to the Hospital and the Secretary of the United States Department of Health and Human Services, or any of their duly authorized representatives, promptly upon request by any such parties.
- R. Medicare Record Keeping Requirement. In order to ensure that the Hospital may be reimbursed for its reasonable cost of furnishing services under the Medicare Program, the Contractor will, until the expiration of four (4) years after the furnishing of services under this Contract, allow the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives access to this Contract and the Contractor's books, documents and records as are necessary to verify the costs of the services rendered under this Contract. If the Contractor contracts with a related organization in connection with the performance of this Contract, they will cause such subcontract to contain a clause requiring the related organization to provide the same access to books, documents and records as required of them in this Section. The Contractor shall give the Hospital notice immediately upon receipt of any request for disclosure pursuant this Section.
- S. The Contractor acknowledges that all charts, files and other patient records ("Patient Records") developed during the performance of the Services are the property of the Hospital, subject only to the patients' rights to obtain copies of their Patient Records as provided by applicable law. Contractor shall not use or remove from the Hospital's custody any Patient Records, except (i) only as and only for as long as may be needed in connection with performing the Contractor's duties hereunder; or (ii) upon the written consent of the applicable patient.

ATTACHMENT B

PRICING
FOR
Radiology 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: _____ Michael 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>		