



REQUEST FOR PROPOSAL

General Legal 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: #952842- GLS

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

B. RFP Schedule

DESCRIPTION	DATE
RFP ISSUED:	July 31, 2023
INTENT TO PARTICIPATE (Mandatory):	August 18, 2023
PRE-PROPOSAL VIDEO/TELECONFERENCE (See Section E) (MANDATORY)	August 25, 2023
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.	August 28, 2023
NFPHC RESPONSE TO BIDDER QUESTIONS	September 4, 2023
PROPOSAL DUE:	September 11, 2023 No later than 3:00pm EST
EVALUATION PERIOD:	September 12-19, 2023
NOTICE OF INTENT TO AWARD:	September 26, 2023
PROPOSED COMMENCEMENT DATE:	TBA

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 Coordinator

Not-for-Profit Hospital Corporation
Kendrick Dandridge
Contracting Officer
Phone: (202) 574-6856
Email: kdandridge@united-medicalcenter.com

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 (25 points)
- (b) Project Management Plan (25 Points)
- (c) Key Personnel (25 points)
- (d) Equitable Inclusion (25 points)
- (e) *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 **General Legal 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.
 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. **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.
 6. **APPENDIX 1 (Complete)**
 7. **APPENDIX 2 (Complete)**
 8. **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 September 11, 2023 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 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 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
General Legal Services

Scope Summary

Through the establishment of General Legal 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

NFPHC seeks to enter into an agreement with multiple law firms with extensive experience in the range of legal areas relevant to the operations of NFPHC. The selected law firms will be available to provide specialized legal services to NFPHC on an as-needed basis. There is no guarantee that any firms selected will be called on to perform any work.

Proposers must meet the following minimum qualifications in order to participate in this RFP:

- Have expertise and provide services in at least three of the topics/areas of practice defined herein; and
- Legal personnel assigned to perform work under the contract must be members in good standing with the District of Columbia State Bar, with the exception that lawyers with specialized expertise in relevant areas who are not members of the DC Bar may perform work in those specialized areas with approval by NFPHC; and at least one member of the selected law firm must be admitted to practice before the United States District Courts for the District of Columbia; and
- The proposal must demonstrate that each of the senior level personnel who would be assigned to this contract have at least 5 years of experience providing services of the type sought herein.

The areas for which NFPHC seeks to engage legal counsel through this RFP include:

- Litigation of medical malpractice and general liability matters.
- Litigation of contractual disputes.
- Contract review and updating templates for contracting.
- Experience in governmental relationship and quasi-entities arguments.
- Managed care contracting, litigation, and design of new reimbursement and risk sharing models.
- Medical services affiliations work, including designing and negotiating physician hospital alignment arrangements.
- Advisory and litigation work related to the False Claims Act, Anti-Kickback, Stark Law and other state and federal fraud and abuse laws.
- Hospital regulatory, licensure, and certificate of need issues
- Medicare and Medicaid reimbursement, including general counseling, handling reimbursement and audit appeals, and providing updates on new developments.
- Health information privacy and security, including HIPAA and state law privacy and security rules, data use agreements, designing compliance policies and procedures, responding to OCR investigations.
- Health information technology, such as contracting for electronic health record systems, cloud computing, software licensing, hardware acquisitions, and IT services.

- Complex compliance issues and compliance plans and procedures.
- Credentialing and medical staff policies and procedures.
- Labor and employment matters, including advice, litigation of employment liability claims and arbitration of labor matters.
- A range of other matters, including:
 - Healthcare Antitrust
 - Commercial real estate
 - Not-for-profit corporations
 - Insurance Coverage Analysis

Not all of the firms engaged will be expected to have expertise in each of the above areas of practice, it being expected that some firms will be used for only certain types of matters while other firms will be used for other areas of practice.

Firms should:

- Provide representative matter descriptions of topics they are seeking to perform to demonstrate the firm’s ability to expertly manage and successfully execute on the matters at the scale and level of complexity required by NFPHC;
- Provide descriptions of its experience and relationships working with pertinent regulators in relevant topic areas.

NFPHC will consider the firm’s sophistication in issue-spotting and risk assessment, as well as its ability to provide clear communication to attorney and non-attorney clients.

Experience of Routinely Assigned Attorneys

Proposer must include biographies of its attorneys who would be assigned to perform work for NFPHC on a routine basis. Indicate the specific areas of work each attorney would handle, as well as each attorney’s education and relevant professional experience.

Experience of Attorneys Available for Strategic Engagements

Biographies of attorneys who may be engaged for strategic assignments may also be provided, but the proposal should indicate which attorneys will be available for routine work and which would be utilized only in limited ways.

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 __
I. Contract Number:		

2. Address Not-For-Profit Hospital Corporation Accounts Payable 1310 Southern Avenue, S.E. Washington, D.C. 20032	3a. Effective Date: See Box 11C 3b. Date work begins if different from Effective Date: N/A 3c. Date of Council Approval: N/A	4a. Requisition/Purchase Order/Task Order. 4b. Department(s) Using Goods or Services:
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5. Contractor: Vendor Name Vendor Street & Suite # Vendor City, State & Zip POC: Phone: Emil: Website:	6. Subject: Provision of The term of this contract shall be twelve (12) months.
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7. Base Year Funding Request:

8. Number of Option Years:

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
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10A. Name and Title: (Type or print):	11A. Name of Contracting Officer: Kendrick Dandridge, Contracting Officer
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10B. Signature:	10C. Date Signed	11B. Signature	11C. Date Signed
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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: _____ Date: _____
 Eric Goulet, NFPHC General Counsel

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 FY2023 budget and financial plan to support this Contract.</i>
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FOR INTERNAL PURPOSES ONLY

OCFO REVIEW APPROVAL: _____: NFPHC Budget Officer	CEO REVIEW APPROVAL: _____: NFPHC Chief Executive Officer
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SECTION I

Contract Specifications

- Part A. PRICE SCHEDULE
- Part B. SCOPE OF WORK
- Part C. PERIOD OF PERFORMANCE
- Part D. ADMINISTRATION

PART A: PRICE SCHEDULE

A.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Quantity	Duration	Cost per Unit	Annual Not to Exceed Amount
0001					
0002					
0003					
TOTAL AMOUNT:					

PART B: SCOPE OF WORK

- B.1 Contractor Responsibilities -The Contractor shall, as an independent contractor reporting to the Hospital’s <COTR Title> provide <Name of Services/Products> (“Services”) to the Hospital as outlined in Section III.
- B.2 The Contractor shall perform the below-listed Performance Metrics in support of the Hospital’s measurable goals relating to Quality, Efficiency and Customer Satisfaction. The Contractor’s performance against these metrics shall be reviewed <Monthly, Annually, Quarterly>.

PERFORMANCE METRICS	
QUALITY	1.
	2.
	3.
EFFICIENCY	1.
	2.
	3.
CUSTOMER SATISFACTION	1.
	2.
	3.

- B.3 Contractor Deliverables – The Contractor shall deliver the following in accordance with Section III.

PART C: PERIOD OF PERFORMANCE

- C.1 The term of the Contract shall be for a period of one year from the Effective Date.
- C.2 Pursuant to Part E.23, the Hospital may extend the Contract for up to three (3) one-year option periods.
- C.3 The total duration of this Contract, including the exercise of any option three (3) periods, shall not exceed four (4) years from the Effective Date.

PART D: CONTRACT ADMINISTRATION

- D.1 The Contracting Officer for this Contract is:

Kendrick Dandridge
Contracting Officer
1310 Southern Avenue, SE
Washington, DC 20032
Telephone: 202-574-6000
Email: kdandridge@united-medicalcenter.com

- D.2 The Contracting Officer's Technical Representative (COTR) for this Contract is:

<COTR Name>
<COTR Title>
1310 Southern Avenue, SE
Washington, DC 20032
Telephone: 202-574-6000
Email: @united-medicalcenter.com

SECTION II

CONTRACT TERMS and CONDITIONS

Part E. GENERAL PROVISIONS

Part F. SPECIAL CONTRACT REQUIREMENTS

PART E: GENERAL PROVISIONS

E.1 GOVERNING LAW

This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia, (without regard to its conflicts of laws principles), except where federal law applies.

E.2 RESTRICTIONS ON HOSPITAL

This Contract in no way restricts the Hospital from participating in similar activities with other public or private agencies, organizations, or individuals.

E.3 ENTIRE AGREEMENT

This Contract, including all attachments incorporated by reference, constitutes the entire understanding and agreement of the parties as to those matters contained in it. No other oral or written understanding shall be of any force or effect with respect to the subject matters contained herein or any of the terms and provisions herein, unless attached to this Contract as an exhibit or set forth in a subsequent amendment. The Contractor has not entered into this Contract in reliance on any promises, assurances, agreements or commitments by Hospital other than those specifically set forth in this Contract.

E.4 SEVERABILITY

Should any provision of this Contract be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, the validity and enforceability of the other provisions will not be affected thereby.

E.5 HEADINGS

The headings and captions contained in this Contract are inserted for convenience only and do not constitute a part of this Contract.

E.6 NON-DISCRIMINATION

The Hospital and the Contractor agree to make no distinction for services covered by this Contract on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. (District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Code §2-1402.11))

E.7 WAIVER

Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of the Hospital or the Contractor to insist on performance of any term or condition of this Contract shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the Hospital and the Contractor with respect thereto shall continue in full force and effect.

E.8 CONFIDENTIALITY

The parties shall at all times keep the terms of this Contract, the subject matter and existence thereof and the transactions contemplated hereby and any documents received from each other party in connection with the transaction confidential, except to the extent necessary: (a) to comply with applicable law, (b) in connection with a judicial proceeding; or (c) to carry out that party's obligations set forth in this Contract. Any permitted disclosure to third parties shall indicate that the information is confidential and shall be so treated by the third party. This section shall not preclude the parties from providing copies of this Contract to their respective attorneys, financial advisors and tax advisors. This provision shall survive the termination of this Contract.

E.9 COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

E.10 ASSIGNMENT AND DELEGATION

The Contractor shall not assign its/his or her rights under this Contract or assign or delegate its/his or her duties under this Contract without the Hospital's prior written approval.

E.11 TAX MATTERS

The Hospital is exempt from and will not pay Federal Excise Tax, Transpiration Tax, and District of Columbia Sales and Use Taxes. The Contractor shall be responsible for discovering and resolving its own tax matters arising from this Contract.

E.12 AUTHORITY AND EXECUTION

By its/his or her signature, each of the persons signing this Contract represent that they have the authority to execute this Contract and do hereby bind the party on whose behalf its/his or her execution is made. Each Party represents that it is represented by counsel or had the opportunity to confer with counsel about this Contract.

E.13 NO THIRD PARTY BENEFICIARIES

This Contract is intended exclusively for the benefit of the parties hereto, and is not intended to and does not confer upon any third party any right, remedy or cause of action. All rights, remedies or causes of action arising under this Contract shall be exercised exclusively by the parties hereto.

E.14 EXCLUSION FROM FEDERAL HEALTH CARE PROGRAMS

The Contractor represents and warrants that it has not been nor is about to be excluded from participation in any Federal Healthcare Program. The Contractor agrees to notify Hospital within five (5) business day of its/his or her receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of the Contractor on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that the Contractor is excluded from any Federal Healthcare Program, this Contract shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, the Contractor agrees to indemnify and hold the Hospital harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by the Hospital as a result of the Contractor's failure to notify the Hospital of the Contractor's exclusion from any Federal Healthcare Program.

E.15 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor shall be an independent contractor of the Hospital during the term of this Contract and not an employee or agent. The Contractor is not eligible for Hospital employee benefit plans and must obtain and maintain benefit plans on its/his or her own behalf. The Contractor is not permitted or authorized to make any purchases or incur any liabilities on behalf of the Hospital, or otherwise to obligate the Hospital in any way.

E.16 QUALITY AND WARRANTIES

E.16.1 Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

E.16.2 Contractor warrants and covenants that all Goods and Services delivered: (i) do and will conform with this Contract and all specifications; (ii) are and will be free from defects in materials, workmanship and design; (iii) are and will be free from liens, restrictions, reservations, security interests or encumbrances; (iv) are and will be suitable for, and perform in accordance with, the particular purposes (A) for which

they were purchased by Hospital and (B) for which they were designed, manufactured or constructed; (v) do and will perform and process date arithmetic and date/time data in a consistent and accurate manner, accepting and responding to two-digit year-date input, correcting or supplementing as necessary, and in a manner that is unambiguous as to century; (vi) do and will, to the extent Goods will be or are used in combination with other Hospital software, hardware or firmware, properly interoperate with the software, hardware or firmware, including, without limitation, the exchange of date/time data; and (vii) with respect to Services only, will be provided by individuals that have the expertise, skills, training and professional education to perform the Services in a professional manner. Contractor will provide Hospital with the manufacturer's new product warranty, as applicable upon delivery of all goods.

E.16.3 Contractor will, at Hospital's request and without additional expense to Hospital, promptly correct defects or replace non-conforming Goods. If Contractor does not promptly correct defects or replace non-conforming Goods, Hospital, after written notice to Contractor, may make corrections or replace Goods and charge Contractor for the cost incurred.

E.16.4 Contractor warrants that neither Goods nor Services, nor Hospital's use of Goods or Services, will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.

E.16.5 Contractor warrants that Goods and Services requiring the use of any software or data provided on a network or stand-alone desktop computer will not contain any software viruses or other malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down a computer system or any component of a computer system, including its security or user data. At Hospital's request, Contractor will provide a master copy of any software necessary to operate the Goods or Services in object code format for comparison and correction.

E.17 LIMITATIONS ON LIABILITY

Hospital shall not be liable for special, indirect, consequential (including, but not limited to, lost profits), exemplary or punitive damages arising out of or relating to this Contract. Hospital's liability for any claim of any kind arising out of or relating to this Contract will not exceed the price of the goods or services giving rise to the claim.

E.18 INSPECTION OF SUPPLIES

E.18.1 Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

E.18.2 The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Upon the Contractor's failure to cure within ten (10) days after date of notification, the Hospital may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

E.18.3 The Hospital has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The Hospital may reject nonconforming supplies with or without disposition instructions.

E.18.4 The Contractor shall bear all risk on rejected materials or supplies after notification of rejection. The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

E.18.5 If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the Hospital may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

E.19 INSPECTION OF SERVICES

E.19.1 Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.19.2 The Contractor shall provide and maintain an inspection system acceptable to the Hospital covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Hospital during contract performance and for as long afterwards as the contract requires. The Hospital has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Hospital will perform inspections and tests in a manner that will not unduly delay the work.

E.19.3 If the Hospital performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. If any of the services do not conform to the contract requirements, the Hospital may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Hospital may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

E.19.4 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Hospital may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Hospital that is directly related to the performance of such services, or (2) terminate the contract for default.

E.20 NOTICE OF CLAIMS

- E.20.1 The Hospital and the Contractor shall promptly inform the other of any information related to this Contract, which could reasonably lead to a claim, demand or liability of or against the Hospital or the Contractor by any third party.
- E.20.2 An action other than an action for medical negligence or malpractice may not be maintained against the Corporation for unliquidated damages to persons or property unless, within 6 months after the injury or damage was sustained, the claimant, his agent, or attorney has given notice in writing to the CEO of the approximate time, place, cause, and circumstances of the injury or damage. (D.C. Code §951.14(d))
- E.20.3 The District of Columbia and its officers and employees shall not be liable for and may not be made a party to any lawsuits or claims arising from the operation of the Corporation. (D.C. Code §951.14(e))

E.21 INSURANCE

- E.21.01 Contractor shall maintain at its expense, during the period of this contract, the types of insurance specified below, which may include a program of self-insurance. Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, Hospital.
- E.21.02 Contractor shall maintain General Liability (GL) policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, and an amount not less than Three Million Dollars (\$3,000,000.00) to cover claims in the aggregate.
- E.21.03 Contractor shall maintain Professional Liability (PL) policies or Errors and Omissions (E&O) as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, and an amount not less than Three Million Dollars (\$3,000,000.00) to cover claims in the aggregate.
- E.21.04 Contractor shall maintain Workers' Compensation (WC) insurance as prescribed by law and employer's liability insurance in an amount of not less than Five-Hundred Thousand (\$500,000.00) for each accident and per disease per employee, and in an amount of not less than One Million (\$1,000,000.00) per disease for the policy limit.
- E.21.05 Contractor shall maintain Unemployment Insurance (UI) to the full extent required by statute.
- E.21.06 OMITTED
- E.21.07 Contractor shall maintain Network Risk and Cyber Liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of at least Three Million (\$3,000,000.00) combined single limit. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.
- E.21.08 OMITTED.
- E.21.09 OMITTED.
- E.21.10 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 or by a program of self-insurance, be primary and non-contributory, and contain a waiver of subrogation. Hospital shall be included in all policies required hereunder to be maintained by Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against Hospital relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of Contractor or its subcontractors, and not the additional insured.
- E.21.11 Contractor 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. Contractor shall provide Hospital with certificate(s) of insurance which evidences the coverage described herein, upon execution of this Contract.

E.22 TERMINATION OF CONTRACT

- E.22.1 Termination for Convenience: The Contracting Officer may cancel or terminate performance of work under this Contract, or the entire Contract, at any time with thirty (30) days' written notice to the Contractor. In the event of such termination or cancellation, the Contractor shall be paid for Services performed through the effective date of the notice in accordance with the pricing and other requirements set forth in this Contract.
- E.22.2 Termination for Default: The Hospital may, terminate the whole or any part of this Contract, by written notice of default, in any one of the following circumstances: (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

E.23 OPTION TO EXTEND

- E.23.1 In accordance with Part C.2, the Hospital may, in its sole discretion and by written notice to the Contractor, extend this Contract prior to the expiration of the then-current term. Although the Hospital may provide preliminary written notice of its intent to exercise an option period or some portion thereof, such preliminary notice does not commit the Hospital to any extension.
- E.23.2 All option period extensions are subject to the availability of appropriated funds at the time of the exercise of the extension.
- E.23.3 Should the Hospital exercise any option period or fraction thereof; the extended Contract shall be considered to include this option provision.
- E.23.4 The price for all option period extensions shall be as specified in Part A.
- E.23.5 The total duration of this Contract, including the exercise of any option periods, shall not exceed five (5) years from the Effective Date.

E.24. INVOICES

- E.24.1 The Hospital will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- E.24.2 The Contractor shall submit proper invoices on a monthly basis in arrears. Invoices shall be prepared in duplicate and submitted to the Accounts Payable Department at the Hospital.
- E.24.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice: Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal); Contract number and invoice number; Description, price, quantity and the date(s) that the supplies or services were delivered or performed; Other supporting documentation or information as required by the Contracting Officer; Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent and the Contractor's authorized signature.
- E.24.4 The Hospital will pay the Contractor on or before the 60th day after receiving a proper invoice from the Contractor.

E.25 METHOD OF PAYMENT

- E25.1 Payments on partial performance: Payment may be made on partial performance of the Scope of Work that is accepted by the Hospital if (i) the Contractor requests partial payment, (ii) the Contracting Officer can reasonably ascertain the amount due for the accepted partial performance of the Scope of Work; and (iii) the amount is no more than 50 percent of the total Contract price.
- E25.2 Payments on partial delivery and acceptance of each item: Payment may be made on partial deliveries of goods and services accepted by the Hospital if: (i) The Contractor requests it, and (ii) the amount due is in accordance with the completion and acceptance of each item based on a progress schedule or the agreed upon delivery schedule, and (iii) presentation of a properly executed invoice.
- E.25.3 Lump sum payment: Payment may be made on the full amount due the Contractor after (i) Completion and acceptance of all work; and (ii) Presentation of a properly executed invoice. The Contracting Officer may authorize equal monthly payments or periodic payments.
- E.25.4 Payment for cost reimbursement Contracts, labor rate items and medical services: Payment may be made for approved reimbursable items and for services which are provided on an hourly labor rate bases when approved documentation, including verified timesheets and receipts are submitted. Hourly rates shall be computed by multiplying the appropriate hourly rates in Part A by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. The Hospital may use 27 DCMR 33 as guidance to determine the appropriate cost reimbursement amounts.

E.26 CONTRACTING OFFICER

- E.26.1 The Contracting Officer has the responsibility and authority outlined in the Hospital's Procurement Rules (27 DCMR 46), including but not limited to: (i) overall contract administration; (ii) identifying and attempting to resolve issues or problems that arise during contract performance; (iii) authorize contract payments; (iv) exercising contract options; (v) terminating the contract; and (vi) modifying the contract.
- E.26.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- E.26.3 Any change or request made without authorized approval shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
- E.26.4 The Contractor (i) will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; (ii) may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Hospital, to take all corrective action necessitated by reason of the unauthorized changes.

E.27 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- E.27.1 The COTR is responsible for general administration of this Contract including ensuring all work conforms to the requirements of the Contract; coordinating site entry for Contractor personnel; reviewing invoices to ensure completed work or goods delivered are consistent with the Contract and that progress is satisfactory and commensurate with the rate of expenditure.
- E.27.2 The COTR shall have the authority to:
- advise the Contracting Officer as to the Contractor's compliance or noncompliance with this Contract
 - review the Contractor's invoices to ensure performance is consistent with this Contract
 - certify that goods and services have been received satisfactorily
- E.27.3 The COTR shall not have the authority to:
- award, agree to, or sign any delivery order or task order associated with this Contract

- make modifications to this Contract
- grant deviations from or waive any of the terms and conditions of this Contract
- increase the dollar limit of this Contract
- authorize work beyond the dollar limit or stated scope of this Contract,
- authorize the expenditure of funds by the Contractor in connection with this Contract
- change the period of performance of this Contract

E.28 LICENSURES & CERTIFICATIONS

The Contractor shall comply with all applicable District of Columbia business and professional licensing and certification requirements, [D.C. Department of Consumer and Regulatory Affairs](#), [Department of Health Facility Licenses](#), [Department of Health Professional Licenses](#). All such licenses and certifications shall be provided to Hospital upon Contract execution.

E.29 BACKGROUND CHECKS

The Contractor shall comply with all applicable federal and District of Columbia criminal background check requirements. This includes the [Criminal Background Check Amendment Act of 2006 \(D.C. Code § 3-1205.22\)](#), and its implementing regulations, [17 DCMR 85](#), and the Health-Care Facility Unlicensed Personnel Criminal Background Check Act of 1998 ([D.C. Code § 44-552](#)), as amended by the Health-Care Facility Unlicensed Personnel Criminal Background Check Amendment Act of 2002, and its implementing regulations, [22 DCMR 47B](#). Evidence of such background checks shall be provided to Hospital upon Contract execution.

E.30 HIPAA & BUSINESS ASSOCIATE AGREEMENT

E.30.1 The Contractor agrees to comply with the medical records laws of the District of Columbia and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d to 1320d-7 (“HIPAA”) and the final regulations implementing the privacy provisions of HIPAA, 45 C.F.R. Parts 160 and 164 as amended from time to time.

E.30.2 The Hospital’s Business Associate Agreement is incorporated into and made a part of this Contract. [NFPHC-BAA](#)

E.30.3 The Contractor agrees to comply with the regulations for confidentiality of alcohol and drug abuse treatment records covered under 42 U.S.C. § 2.1-.67 (“Part 2 Regulations”).

E.30.4 The Contractor agrees to comply with the requirements of the D.C. Mental Health Information Act of 1978 (D.C. Code § 7-1201.01-1208.07).

PART F: SPECIAL CONTRACT REQUIREMENTS

F.1 ANTI-DEFICIENCY ACTS.

This 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) (“Federal Anti-Deficient Act”), and D.C. Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 – 355.08 (“D.C. Anti-Deficiency Act”); (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Code § 1-204.46 (collectively, as amended from time to time, “Anti-Deficiency Acts”. Under the Anti-Deficiency Acts, the 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 (“Congress”) and are lawfully available for the purpose committed at the time of expenditure. 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.

F.2 INDEMNITY PROVISIONS

The Hospital cannot and does not agree to unfunded Contract provisions, including those that provide for the Hospital to indemnify the Contractor, its agents, employees, invitees, successors, or assigns.

F.3 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.

F.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS OR MULTIYEAR CONTRACT.

Any contract involving expenditures in excess of \$1, 000,000.00 in a twelve (12) month period or any 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 signed by the Contracting Officer.

F.5 FISCAL YEAR FUNDS.

Any contract that extends beyond the Hospital's fiscal year is subject to the appropriation of funds for the contract purposes.

F.6 FREEDOM OF INFORMATION ACT.

The District of Columbia Freedom of Information Act (D.C. 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. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The Hospital will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

F.7 HOSPITAL NOT BOUND BY PREDECESSOR'S AGREEMENTS.

The Contractor acknowledges that the Hospital is not a party to any agreement between the Contractor and the previous for-profit owners of the Hospital facility, and that the Hospital does not assume and is not bound by any agreement between the Contractor and the for-profit entity.

F.8 The Contractor shall perform all duties hereunder in compliance with applicable federal, and District of Columbia, laws, rules and regulations, including, but not limited to:

F.8.1 Hospital Medical Staff bylaws, policies, procedures, rules, and regulations (for medical services)

F.8.2 Hospital policies, procedures, rules, and regulations

F.8.3 The Joint Commission accreditation standards

F.8.4 Center for Medicare and Medicaid Services regulations, rules, and conditions of participation

F.8.5 Hospital's Procurement Rules ([27 DCMR 46](#); May 27, 2011)

F.8.6 District of Columbia Quick Payment Act of 1984, as amended (D.C. Code § 2-221.01)

F.8.7 Service Contract Act, 41 USC 351(a); [U.S. Department of Labor](#)

F.8.8 D.C. Living Wage Act Of 2006 (D.C. Code §§ 2-220.01-.11)
[D.C. Department of Employment Services](#)

F.8.9 Department of Labor Wage Rates. [U.S. Department of Labor](#)

F.8.10 The Buy American Act ([41 U.S.C. § 10a](#))

F.9 D.C. DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

The Contractor shall comply with all applicable Subcontracting Plan requirements. [Required for all construction and non-construction [Hospital contracts](#) over \$250,000.] [D.C. Department of Small and Local Business Development Subcontracting Plan](#) (Section 43, page 34) [Form](#)

F.10 D.C. DEPARTMENT OF EMPLOYMENT SERVICES FIRST SOURCE PROGRAM

The Contractor shall comply with all applicable First Source Program requirements. [Required for contracts over \$300,000.] [D.C. Department of Employment Services First Source Employment Plan](#)

F.11 STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with the Not-for Profit-Hospital Corporation Supplies and Services Contracts, dated December 27, 2010, are incorporated into and a part of this Contract. [Standard Contract Provisions](#)

F.12 ORDER OF PRECEDENCE

Any conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

F12.1 Sections I and II of this Contract

F12.2 Standard Contract Provisions for Use with Not-for-Profit Hospital Corporation Supplies and Services Contracts dated December 27, 2010.

F12.3 Section III (Contractor's Technical and Price Proposals)

F13. DISCLOSURE OF INTERESTS

Disclosure of Interests. In order to permit compliance with federal anti-referral statutes and regulations commonly known as Stark laws (42 U.S.C. Section 1395nn), as those statutes and regulations may be amended from time to time, Contractor shall provide to Hospital, upon execution of this Contract, with information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, each Contractor Provider, or the immediate family members of any Contractor Provider, in any entity providing "designated health services", as that term is defined in applicable statutes and regulations. Such information shall be provided by completing and signing Exhibit B, attached hereto and incorporated herein. In addition, Contractor shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Contractor's performance of its duties under this Contract. Hospital may exercise its right to terminate this Contract if Contractor or any Contractor Provider pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Contract.

F14. COOPERATION IN LITIGATION

To the extent that the interests of the parties are not adverse to each other, each party's employees, agents, representatives, and attorneys shall cooperate fully with the other party, its duly authorized employees, agents, representatives, and attorneys, to investigate, defend, or prosecute incidents involving potential claims, claims for injuries, and lawsuits. Notwithstanding the foregoing, no party shall be required to disclose information that is subject to attorney-client privilege, attorney work product protection. The parties agree that the obligations of both parties under this Section shall survive termination or expiration of this Contract.

SECTION III

TECHNICAL
AND
PRICE PROPOSALS