GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF CONTRACTING AND PROCUREMENT

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| RM-16-RF | Q-112-BY0-RS | September 2, | 2016 | REGUEST NO. | | CLA33→ | | | | | |
| 5A. ISSUED BY: | | | | • | | 6. DELIVER E | BY (Date) | <u> </u> | | | |
| Office of Contracts and Procurement | | | | | | Septemb | oer 30, 2 | 016 | | | |
| | nent of Behavior | | | | | 7. DELIVERY | | | | | |
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| | nowden, Contract | | (No collect calls) | | | | | | | | |
| (202) 671-3184 / Robert.Snowden@dc.gov | | | | | | | | | | | |
| 8. TO: NAME AI | ND ADDRESS OF OFF | EROR, INCLUDING | S ZIP CODE | | | 9. DESTINAT | ION (Consig | gnee and ac | ldress, includi | ng ZIP | |
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| | | | | | | Department of Dentistry 1100 Alabama Avenue SE, Loading Dock | | | | | |
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| Contracting and Procurement on behalf of the D | | | | | | mmitment | | | Section | on B | |
| Behavioral Health (DBH) is seeking an experien | | | | | | ourchase | | | | | |
| to remove a commercial gas tile cooker and recommercial gas deep fryer in accordance with | | | | · | | | | | | | |
| Work | | | | | | hout the ance of a | | | | | |
| | Contractor(s) s | ail Page 1 (Cover | | order or | | | | | | | |
| Contractor(s) shall complete, sign and email Page); Section B (Price Schedule); Evidence | | | | ce of DC | | ery order. | | | | | |
| Business License along with the required | | | | compliance | | SOW in | | | | | |
| documents by 1:00pm on Friday, September Questions for Solicitation due No later That | | | | | Section C | | | | | | |
| Wednesday, September 7, 2016 to | | | | <u>. 0100 piiii</u> | 36 | CHOILC | | | | | |
| | Robert.Snowde | n@dc.gov. | | | | | | | | | |
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF CONTRACTING AND PROCUREMENT

Section A

SECTION B

B.1 PURPOSE OF CONTRACT

The Office of Contracting and Procurement on the behalf of the Department of Behavioral Health (DBH) is seeking an experienced and qualified Contractor to remove a commercial gas tile cooker and provide a Vulcan gas deep fryer or equal to support the DBH/Saint Elizabeths Hospital.

B.2 INSTRUCTIONS FOR RESPONDING TO THIS PROCUREMENT

Response to this Request for Quotations (RFQ) requires completion of the Section A (page 1); the Schedule B Pricing Schedule (page 3); District of Columbia Business License along with the completion of all required Compliance Documents (Section J). Please return all completed documents and attachments to the following Contract Specialist **electronically or hand delivery** to:

Robert Snowden,
Office of Contracting and Procurement
Field Location: Department of Behavioral Health
64 New York Ave NE, 2nd Floor (West), Washington, DC 20002
Robert.Snowden@dc.gov

- B.3 The District contemplates a single award for a Firm Fixed Price Contract in accordance with 27 DCMR.
- B.3.1 The Contractor warrants and agrees that the prices charged to the District government shall be as low, or lower than the prices charged to the their most favored customer for comparable goods and services under similar terms and conditions, in addition to any discounts for prompt payment.
- B.3.2 District shall pay the Contractor at an amount not to exceed the Contractor's price quoted in Contractor's Price Schedule.

B.4 ORDERING PROCEDURES

The items ordered under this Contract resulting from this Solicitation are covered under the Schedule B list of items in this Section. All orders against this Contract are subject to the Terms and Conditions specified and for the period stated.

- B.4.1 The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.4.2 The Contractor shall not deliver any goods or services under this Contract resulting from this Solicitation until a Purchase order with sufficient funding to cover the cost of the requested goods or services has been issued

B.5 Schedule B – PRICING SHEET

The Price Sheet must be priced at unit level provided and must include cost per unit and extended cost. There shall be no alterations to the Schedule B Price Sheet.

B.5.1 PRICING SCHEDULE

| Contract Line Item No. (CLIN) | ITEM DESCRIPTION OF GOODS/SERVICES | Quantity | UNIT | UNIT PRICE | EXTENDED PRICE |
|--|---|----------|------|------------|----------------|
| 001 | Vulcan Natural Gas 2 Fryer System – Model 2TR45CF OR DBH APPROVED EQUAL | 1 | EACH | \$ | \$ |
| 002 | Shipping, Handling and Freight | | | | \$ |
| 003 | Installation/Setup | 1 | EACH | \$ | \$ |
| 004 | Removal Charge | 1 | EACH | \$ | \$ |
| | Total Contract Amount | | | | \$ |

B.6 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts; http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007) (Ctrl+click to open link or copy to web address bar)

SECTION C – SCOPE OF WORK/SPECIFICATIONS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Department of Behavioral Health provides prevention, intervention and treatment services and supports for children, youth and adults with mental and/or substance use disorders including emergency psychiatric

care and community-based outpatient and residential services. DBH serves more than 22,000 adults, children and youth and their families each year through a network of community based providers and unique government delivered services. Saint Elizabeths Hospital (SEH) is the District's owned and operated adult inpatient psychiatric Hospital.

DBH operates Saint Elizabeths Hospital, the District's inpatient acute care adult mental health facility. The building, located at 1100 Alabama Avenue, SE, Washington DC 20032. The Hospital provides on-site meal services three (3) time per day, seven (7) days a week. Commercial Deep Fryer will run on gas. The fryer will be used a minimum of 3 times per week.

The District of Columbia Government, Department of Behavioral Health (DBH), Saint Elizabeths Hospital (SEH), Facilities and Environment Depart (FED) and Nutritional Services Department (NSD) has a need for a contractor to furnish all labor, materials, equipment, parts, supplies, and supervision necessary to furnish and install a commercial deep fryer at the Saint Elizabeths Hospital main kitchen as per scope of services specified below.

C.2 SCOPE OF SERVICES

As a result of clinical recommendations and compliance abatement plans, SEH has a requirement to remove the commercial gas oven and replace it with a commercial gas deep fryer located in its main kitchen.

C.2.1. GENERAL REQUIREMENT

The contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to furnish and install a new commercial gas fryer and remove the existing equipment.

The Hospital anticipates that the fryer a Vulcan Model 2TR45CF will have the following requirements:

Standard Features:

- Natural Gas
- Free Standing Fryer
- 2 fryer system
- Filter system accommodates maximum of four fryers cabinets
- Boil Out ByPass easily removes boil out solution from fry tank without contact of drain manifold, filter pan or motor/pump
- Drain valve interlock switch turns off gas burners automatically when draining oil.
- 6" Casters adjustable 2 locking 2 non locking wheels
- Drawn (seamless) 18 gauge stainless steel filter pan. 70lb frying compound capacity. 70 lb Oil capacity
- Paperless stainless steel filter screen filters from 2 sides. Filters area = 270 square inches. Micro Filtration Fabric Envelope filters out particles down to .5 microns
- ½ H.P motor and pump circulates frying compound at a rate of 8.0 gallons per minute.
- One touch push button switch to engage motor and pump
- Tank Brush and clean-out rod
- 120 volt, 60Hz, 1 phase (NEMA 5-15P)
- Stainless Steel tank cover Add-On Frymate
- Rear oil reclamation discard connection
- Twin Basket Lifts

- Prison Security Package
- Flexible gas hose with quick disconnect

C.2.2. DEMOLITION

The contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to perform the following:

• Remove and dispose an existing commercial Vulcan-Hart Brand tilt cooker (serial # 27-1181283, Model # VG30)

C.2.3. <u>NEW INSTALLATION</u>

The contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to perform the following:

- Furnish and install a new natural gas free standing fryer
- Provide all work associated with the proper installation of the new commercial fryer in accordance to all applicable regulations.
- Test machine to insure temperatures and operations.

C.2.4. TRAINING REQUIREMENTS

The contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to perform the following:

• In-service training to all NSD staff on the proper use and specific care of the machine.

C.3 WORKING INSIDE/OUTSIDE OF BUILDING:

All of the upgrades/replacements of this project will be performed inside of the building and shall be in accordance with all applicable codes and standards to include the hospital's policies and procedures.

C.4 STANDARD OFCONDUCT:

While work is been performed at the hospital, the Contractor shall at all times, while acting in good faith and in the best interest of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DBH operational policies, procedures and directives while performing this contract.

C.5 WORKING HOURS:

If the repairs are to be done at the hospital, then all of the services provided under this contract shall be performed during the hours of 7:30 AM through 4:00 PM Monday through Friday.

C.6 COORDINATION OF WORK:

The contractor shall coordinate all work schedules with the Contracting Administrator (CA).

C.7 CARE OF ADJACENT SURFACES AND EXISTING STRUCTURES:

The contractor shall exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces, and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, and existing structures shall be fully restored or replaced by the contractor at no cost to the District of Columbia Government within five (5) working days.

C.8 CLEANING OF SITE:

The contractor upon completion of the work, and on a daily basis the shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay out of St. Elizabeths Hospital Campus prior to final acceptance of the work. Contractor shall not utilize any dumpster on the grounds of the hospital.

C.9 WORKMANSHIP:

The contractor shall accomplish all work in strict accordance to the regulations and requirements as set forth by Best Practice and Standard Specifications and other applicable codes, and standard engineering practices.

C.10 WARRANTY:

All Parts and equipment furnished and installed shall be guaranteed for One (1) year from the date of acceptance of the work. Warranties must be submitted in triplicate to the CA within **ten** (10) working days after completion of work.

C.12. CONTRACT ADMINISTRATOR (CA):

The CA for this contract shall be Mr. Dave Venson – Facilities Director – 202-299-5457, Alvin.Venson@dc.gov.

SECTION D - PACKAGING AND MARKING

- **D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page SCP1. http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
- **D.2** [RESERVED]

SECTION E: INSPECTION AND ACCEPTANCE & CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

E.1 INSPECTION OF SUPPLIES AND SERVICES

References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4. http://ocp.dc.gov/publication/standard-contract-provisions-march-2007

SECTION F: DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)

The District contemplates awarding a single award for a Firm Fixed Price Contract. Performance

Page 8 of 12

under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto the Contract. The Period of Performance under this Contract shall be One (1) Year from Date of Award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 [RESERVED]

F.3 DELIVERABLES

- a. Delivery and installation of all equipment.
- b. Equipment warranty manuals (hard or electronic)
- c. Equipment OEM manuals
- **F.3.1** The Contractors shall perform the activities required to successfully complete the District's requirements as specified in Section C of this Solicitation and submit each deliverable to the **Contract Administrator (CA)** identified in Section G.

G.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Contract or any modifications shall be addressed to:

George G. Lewis, CPPO
Interim Chief Contracting Officer
Office of Contracting and Procurement (OCP)
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-3188 – Office

Email: George.Lewis@dcc.gov

cc Contract Specialist Robert Snowden Robert.Snowden@dc.gov

G.2 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2016. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2016 until funds are made available along with the Contractor receiving notice of availability of funds, to be confirmed in writing.

G.4 MODIFICATIONS

G.4.1 Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by Contracting Officer (CO) only

G.5 PAYMENT

G.5.1 DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made to the Contractor.

G.6 QUICK PAYMENT CLAUSE

- G.6.1 Interest Penalties to Contractors
- G.6.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.7 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the DBH only a Contracting Officer (CO). The contact information for the DBH Chief Contracting Officer is as follows:

George G. Lewis, CPPO
Office of Contracting and Procurement
Interim Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
Email: George.Lewis@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Contracting Officer (CO).
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACT ADMINISTRATOR (CA)

G.7.1 The CA shall designate a Contract Administrator (CA). The CA has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities

as may be specified in the Contract.

G.7.2 The address and telephone number of the **CA** is:

Dave "Alvin" Venson, DDS
Facilities Director
Saint Elizabeths Hospital
D.C. Department of Behavior Health
1100 Alabama Ave. S.E.
Washington, DC 20032
(202) 299-5425 Office
Alvin.Venson@dc.gov

G.7.3 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO, compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H – SPECIAL CONTRACT PROVISIONS

H. BRAND NAME OR EQUAL

- H.1 As used in this clause, the term "brand name" includes identification of products by make and model. If items called for by this Solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and specific characteristics of products that will be satisfactory.
- H.2 Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the District to be at 1 e a s t equal in all material respects and to meet the minimum essential requirements identified in the Solicitation for the brand name products referenced in the Solicitation.
- H.3 Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the RFQ.
- H.4 If the bidder proposes to furnish one or more "equal" products, it shall clearly identify these products in an attachment to the bid as follows: A cover page listing each of the proposed brand name items; the name of the item for which each substitute is proposed; and a separate packet of information detailing and supporting the equality of each of the proposed item(s) and how it meets or exceeds each item of the specification.
- H.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and, for purposes of determining the bidder's responsiveness, this evaluation shall be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- H.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material necessary for the District to (i) fully determine the product

offered meets the requirements of the RFQ, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. Modifications proposed after bid opening to make a product conform to a brand name product referenced in the RFQ shall not be considered

<u>SECTION I – CONTRACT CLAUSES</u>

I.1 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Behavioral Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.2 OTHER CONTRACTORS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.3 ORDER OF PRECEDENCE

- I.3.1 A 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 Solicitation by reference and made a part of the Contract:
- I.3.2 Wage Determination issued by the U.S Department of Labor, Dated April 8, 2016 (Section J)
- I.3.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.3.4 Sections A through J of this Solicitation, Signed Amendments by Bidder/Offeror and Waiver of Subcontracting Requirement if applicable.
- I.3.5 Request for Quotation (RFQ) Contract Submission dated _____
- I.3.6 Released Request for Quotation (RFQ) Solicitation dated September 1, 2016
- I.3.7 DBH Policies and Rules (Section J)

SECTION J - LIST OF ATTACHMENTS

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

| Attachment Number | Document |
|----------------------|---|
| REFERENCE | |
| J.1 | Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007 |
| J.2 | 2015 Living Wage Act Fact Sheet (The Living Wage Act of 2006) http://ocp.dc.gov/publication/2015-living-wage-fact-sheet-and-living-wage-notice |
| J.3 | Department of Behavioral Health Policies and Rules http://dbh.dc.gov/page/policies-rules |
| J.4 | Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) http://dbh.dc.gov/node/243632 |
| J.5 | Wage Determination No. 2015-4281 (Revision 3) April 8, 2016 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=16 |
| REQUIRE CO | OMPLETION AND SUBMISSION WITH BID/OFFER |
| J.6 | Internal Revenue Service - W9 Form http://ocp.dc.gov/node/599822 |
| J. 7 | Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Complaince%20Documents%200307.pdf |
| J.8 | Bidder/Offeror Certification Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx |