

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT SET ASIDE FOR LSDBE FIRMS ONLY,		Page of Pages <div style="display: flex; justify-content: space-between;"> 1 14 </div>	
1. SOLICITATION NO. RM-16-RFQ-116-BY0-TYM		2. DATE ISSUED September 8, 2016		3. REQUISITION/PURCH. REQUEST NO. RQ924935/TBD	
4. COMMODITY GROUP AND CLASS→					
5A. ISSUED BY: Office of Contracts and Procurement Department of Behavioral Health (DBH) 64 New York Ave, NE, Washington, DC 20002 (202) 671-3171				6. DELIVER BY (Date) September 30, 2016	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) Tonya Mills, Contract Specialist (202) 671-3178 / Tonya.Mills@dc.gov				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO: NAME AND ADDRESS OF OFFEROR, INCLUDING ZIP CODE				9. DESTINATION (Consignee and address, including ZIP code) Department of Behavioral Health 1100 Alabama Avenue SE, Loading Dock Loading Dock Hours 8:00 am – 3:00 pm Washington, DC 20032	
10. PLEASE FURNISH TO ISSUING OFFICE By 1:00pm EST on September 14, 2016		11. BUSINESS CLASSIFICATION (Check appropriate boxes) <input type="checkbox"/> SMALL <input type="checkbox"/> RESIDENT-OWNED <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> LONG-TIME RESIDENT <input type="checkbox"/> ENTERPRISE ZONE			
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by Quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the Quoter.					
12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (Days) (d)	Period of Performance (e)	Quote per Day (f)
	The Government of the District of Columbia Office of Contracting and Procurement on behalf of the Department on Behavioral Health (DBH) is seeking an experienced Contractor to purchase and deliver brand name or equal commercial water coolers in accordance with the Scope of Work Contractor(s) shall complete, sign and email Page 1 (Cover Page); Section B (Price Schedule); Evidence of DC Business License along with the required compliance documents by 1:00pm on Wednesday, September 14, 2016. <u>Questions for Solicitation due No later Than 5:00pm, Monday, September 12, 2016 to Tonya.Mills@dc.gov .</u> One award will be made based on the Responsive and Responsible Lowest Bidder.	N/A The RFQ is not a commitment to purchase without the issuance of a task order or delivery order. See SOW in Section C	N/A		See Price Schedule Section B
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)

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 Contractor to deliver commercial wall mount stainless water cooler units to Saint Elizabeths Hospital and install within Consumer treatment and recreational areas.

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:

Tonya Mills

Office of Contracting and Procurement

Field Location: Department of Behavioral Health

64 New York Ave NE, 2nd Floor (West), Washington, DC 20002

Tonya.Mills@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	Commercial Water Cooler Halsey Taylor Brand Wall Mount, ADA, Stainless model HVR8HD OR DBH APPROVED EQUAL	1	EACH	\$ _____	\$ _____
003	Shipping, Handling and Freight				\$ _____
	Total Contract Amount				\$ _____

SECTION C – SCOPE OF WORK/SPECIFICATIONS

C.1 BACKGROUND

- C.1.1** The Department of Behavioral Health (DBH) provides prevention, intervention and treatment services along with 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/Saint Elizabeths Hospital (SEH) is the District's owned and operated adult in patient psychiatric Hospital.

SEH has a need replace and upgrade existing water cooler units within Consumer treatment areas.

C.2 SCOPE OF WORK – GENERAL REQUIREMENTS

The Contractor shall purchase, deliver Halsey Taylor wall-mount water coolers, or DBH approved equal, for patients dayroom area requested in this scope of work, or provide DBH approved equivalent products as directed by the Hospital.

C.3 Specific Requirements:

Contractor shall deliver twelve (12) new Halsey Taylor brand or DBH approved equal commercial heavy duty 14 gauge stainless water cooler units for installation by Hospital staff.

C.3.1 Equipment specifications:

Halsey Taylor Vandal-Resistant Wall-Mount Barrier-Free Cooler, HVR8HD 14 (ADA compliant) COOLER

- a) Manufacturer Item Number: HVR8HD 14 GA ADA Vandal resistant water cooler
- b) Self-contained, wall hung electric refrigerated water coolers with reliable vandal-resistant design. Constructed in 14 gauge heavy-duty stainless steel with a curved profile offering a safe and unobtrusive design.
- c) Unit must be certified to NSF/ANSI 61 and meets requirements of the Safe Drinking Water Act. Unit is UL Listed and provides 50°F water at 80°F inlet water and 90°F ambient. COOLER
- d) BASIN Heavy-duty 14 gauge stainless steel cabinet with front access panel and integral basin. Durable satin finish resists stains and corrosion and is easy to maintain. Perforated venting with screens to prevent objects from being inserted into cooler.
- e) Basin embossed bubbler pad. Anti-splash ridge reduces splatter and contoured to insure proper drainage.
- f) Bubbler Vandal-resistant, water-efficient bubbler is one-piece, chrome-plated. Unit has integral hood guard design to prevent contamination from other users, airborne deposits and tampering.
- g) Pushbutton Actuation Mechanism, self-closing, vandal-resistant pushbutton does not require grasping or twisting. Allows front access stream height adjustment.
- h) Automatic Stream Height Regulator
- i) Self-closing assembly located inside unit. Unit shall resist corrosion and liming.
- j) Inlet Strainer easily cleaned in-line strainer screen traps articles of 140 microns or larger before entering the waterway.
- k) Temperature Control positive sensing thermostat for controlling temperature of storage tank water. Factory set at 50°F. Adjustable +/- 5°F.
- l) Storage Tank stainless steel evaporator/storage tank

- m) Refrigeration System hermetically sealed, positive start compressor with lifetime lubrication, built-in overload protection, large capacity dryer-strainer, and self-lubricated fan cools copper/aluminum condenser.
- n) Color finish – Stainless Steel
- o) Depth 18-5/8
- p) Gallons per hours 5
- q) Height – 29-5/8
- r) Hertz 60hz
- s) Installation type – Wall
- t) Style – Barrier free
- u) Vandal resistant bubbler - Yes
- v) Refrigerated - Yes
- w) 5 Year Warranty

C.3.2 DBH shall not agree to pay any price that is greater than that charged to the general public.

C.3.3 The Contractor shall, as needed, deliver all materials in good condition to the Saint Elizabeths Hospital in the manufacturer's original unopened containers that bear the name and brand of the manufacturer

C.3.4 The entire Saint Elizabeths Hospital Campus is designated as a smoke and tobacco-free facility. Smoking is prohibited everywhere on the SEH Campus Grounds.

C.3.5 The Contractor must ensure all work vehicles are labeled with Company's name on the outside of the vehicle. The Contractor must present appropriate State issued or Federal Government picture identification at the SEH Security Gate 5 prior to accessing the SEH Campus.

C.3.6 Contractor shall deliver Halsey Taylor wall-mount water coolers and furnish all necessary hardware for installation by the Facilities and Engineering staff

C.3.7 Warranty and Maintenance Requirements

The Contractor shall provide the Department of Behavioral Health (DBH) with all manufactures' warranties for all equipment. Pursuant to 27 DCMR Section 4026.1 the Contracting Officer shall ensure that each warranty in a District Contract clearly delineates the rights and obligation of the Contractor and the District for defective items and services and fosters quality performance.

The warranty shall provide the following:

- a) A Contractual right for the correction of defects, notwithstanding any other requirement of the Contract pertaining to acceptance of the supplies or service by the District; and
- b) A stated period of time or use, or the occurrence of a specified event, after acceptance by the District within which the District may assert a Contractual right for the correction of defects.

Warranty Terms and Conditions

The Contractor's obligations under a warranty shall extend to all defects discovered during the warranty period, but shall not include any damage caused solely by the District.

A warranty shall provide, at a minimum that the District may obtain an equitable adjustment of the Contract or direct the Contractor to repair or replace the defective item at the Contractor's expense.

If it is not practical to require the Contractor to make a repair or provide a replacement, or, because of the nature of the item, the repair or replacement does not afford an appropriate remedy to the District, the warranty may provide an alternative, such as allowing the District to do either of the following:

- a) Retain the defective item and reduce the Contract price by an amount equitable under the circumstances; or
- b) Arrange for the repair or replacement of the defective item by the District, or by another source, at the Contractor's expense.

Contracting Officer shall clearly specify the duration of the warranty after consideration of the following factors:

- a) The estimated useful life of the item;
- b) The nature of the item including storage or shelf-like; and
- c) Trade practice

The duration of the warranty shall not extend the Contractor's liability for patent defects beyond a reasonable time after acceptance by the District.

Each warranty shall specify a reasonable time for furnishing notice to the Contractor regarding the discovery of defects. The Director/Agency Chief Contracting Officer shall consider the following factors when establishing the notice period:

- a) Time necessary for the District to discover the defects;
- b) The time reasonably required for the District to take necessary administrative steps and make a timely report of discovery of the defects to the Contractor; and;
- c) The time required to discover and report defective replacements.

C.4.0 District Government Responsibility

- C.4.1** The DBH assigned Contract Administrator, Renee Bivins (Renee.Bivins@dc.gov) shall verify with the Contractor and confirm in writing the water cooler units delivery location, quantity and model number.

C.5.0 Hours and Access

Contractor shall deliver goods during the hours of 9:00 am – 4:00 pm Monday – Friday.

C.6 STANDARD OF PERFORMANCE:

- C.6.1** The Contractor shall at all times, while acting in good faith and in the best interests of the DBH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract.

C.6.2 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/publication/standard-contract-provisions-march-2007>

C.7 DELIVERY TICKETS AND INVOICES:

C.7.1 Orders for goods against this Firm Fixed-Price small purchase contract will be placed by telephone or email. Contractor shall confirm in writing orders and submit to the Contract Administrator (CA).

C.7.2 Unless otherwise agreed to, all deliveries under this Firm Fixed-Price small purchase contract must be accompanied by delivery tickets, sales slips or invoice that must contain as a minimum, the following information:

- a) Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
- b) Firm Fixed-Price small purchase contract and invoice number; Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- c) Other supporting documentation or information, as required by the Contracting Officer
- d) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- e) Name, title, phone number of person preparing the invoice;
- f) Name, title, phone number and mailing address of person (if different from the person identified in e) to be notified in the event of a defective invoice; and
- g) Authorized signature.

PAYMENT OF INVOICES:

The Contractor shall submit to the Agency Chief Financial Officer an itemized invoice upon acceptance of delivery, every thirty (30) days, or upon expiration of the Firm Fixed-Price small purchase contract, whichever occurs first.

All invoices should be mailed to

Office of the Controller/Agency CFO

Department of Behavioral Health – Accounts Payable

64 New York Avenue NE, 4th Floor

Washington, DC 20002--3329 or Email DBH.AP@dc.gov

C.7.3 Contractor shall direct all technical inquiries to the Contract Administrator, Renee.Bivins@dc.gov for any delivery order.

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 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. Water Cooler Equipment
- b. Equipment warranty manuals (hard or electronic)
- c. Equipment OEM manuals, if applicable

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
Tonya.Mills, CPPB Margaret.Desper@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.3 PAYMENT

G.3.1 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.4 QUICK PAYMENT CLAUSE

G.4.1 Interest Penalties to Contractors

G.4.1.1 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.4.1.2 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.5 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

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 least 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 IFB.
- 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 IFB, 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 IFB shall not be considered

SECTION I – CONTRACT CLAUSES

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 ORDER OF PRECEDENCE

- I.2.1 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.2.2 Wage Determination issued by the U.S Department of Labor, Dated April 8, 2016 (Section J)
- I.4.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)
- I.4.4 Sections A through J of this Solicitation, Signed Amendments by Bidder/Offeror and Waiver of Subcontracting Requirement if applicable.
- I.4.5 Request for Quotation (RFQ) Contract Submission dated _____
- I.4.6 Released Request for Quotation (RFQ) Solicitation dated September 8, 2016
- I.16.7 DBH Policies and Rules (Section J)

SECTION J - LIST OF ATTACHMENTS

Attachment Number	Document
REFERENCES	
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 COMPLETION 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%20Compliance%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