

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES

REQUEST FOR PROPOSAL

SOLICITATION NUMBER RM-11-RFP-042-BY4-TLW FOR

EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

The Government of the District of Columbia, Department of Mental Health, Contracts and Procurement Services is seeking qualified vendors to provide Evidence-Based Supported Employment Services.

Opening Date: Friday, August 12, 2011

CLOSING DATE: THURSDAY, SEPTEMBER 1, 2011

CLOSING TIME: 2:00 PM EST

To obtain additional copies of this Request for Proposal, please contact Tira Williams, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services

64 New York Avenue NE - 4th Floor Washington DC 20002

Tel: 202.671-3184| Fax: 202.671-3395| e-mail: tira.williams@dc.gov

If you wish to respond to this Solicitation, please submit your Bid in a sealed envelope with the **Solicitation Number, RM-11-RFQ-042-BY4-TLW**, clearly written on the envelope to **Ms. Tira Williams, 64 New York Ave., NE 4th Floor Washington, DC 20002 NO LATER THAN THURSDAY, SEPTEMBER 1, 2011 AT 2:00 PM EST**. You **MUST** include the following documents with your Bid submission.

1. Page 1 of the Solicitation with boxes 14, 14A, 15, 15A and 15B completed and signed
2. Completed and signed Pages 4 and 5, the B.4 Pricing Schedule (**PLEASE NOTE: Do not write any additional notes or computations to these pages as it may disqualify your bid**)
3. A completed Tax Certification Affidavit, **Attachment J.7**
4. A completed Equal Employment Opportunity (EEO) Policy Statement – **Attachment J.4**
5. A completed First Source Employment Agreement – **Attachment J.5**

PLEASE NOTE: THERE IS AN OPTIONAL PRE-PROPOSAL CONFERENCE SCHEDULED FOR MONDAY, AUGUST 22, 2011 AT 3:00 PM EST. ATTENDANCE IS NOT MANDATORY.

Any and all questions pertaining to this solicitation must be submitted in writing to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, NE 4th Floor
Washington, DC 20002

**RM-11 RFP-042-BY4-TLW
EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 55	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-11-RFQ-042-BY4-TLW	
		5. DATE ISSUED: N/A	
		6. OPENING/CLOSING TIME: August 12, 2011 /THURSDAY, SEPTEMBER 1, 2011 at 2:00 PM EST	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	

NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Administration Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: <u>Samuel.Feinberg@dc.gov</u>
----------------------	---	--	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I – The Schedule</i>				<i>PART II – Contract Clauses</i>			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	30 – 34
x	B	Supplies/Services and Price/Costs	2 - 5	<i>PART III – List of Documents, Exhibits and Other Attach</i>			
x	C	Description/Specs/Work Statement	6 - 13	x	J	List of Attachments	35
x	D	Packaging and Marking	14	<i>PART IV – Representations and Instructions</i>			
x	E	Inspection and Acceptance	15		K	Representations, Certifications and other Statements of Contractors	36 - 42
x	F	Deliveries or Performance	16 - 17		L	Instrs. Conds., & Notices to Contractors	43 - 51
x	G	Contract Administration	18 - 22		M	Evaluation Factors for Award	52 - 55
x	H	Special Contract Requirements	23 - 29				

OFFER (TO BE COMPLETED BY CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (Contractor acknowledge receipt of amendments to the SOLICITATION for Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:		

AWARD (To be completed by the DMH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Administration Agency Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

SECTION B
SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	PERIOD OF PERFORMANCE	3
B.4	SCHEDULE B PRICING SHEET	4 - 5

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Mental Health (DMH), is seeking a Contractor to provide Evidence-Based Supported Employment Services for the District of Columbia, Department of Mental Health (DMH) Consumers Eighteen (18) years of age and over with serious mental illness or serious emotional disturbance in accordance with the District's laws and regulations.

B.2 CONTRACT TYPE

B.2.1 This is a Firm Fixed-Price Contract at a rate pursuant to the authority set forth in sections 104 and 105 of the Department of Mental Health Establishment Amendment Act of 2001, effective December 18, 2001 (DC law 14 -56; DC Official Code §§ 7-1131.04 and 7-1131.05). Chapter 51, entitled "Supported Employment Program – Reimbursement", Amendment of Subtitle A, Mental Health, of Title 22 of the District of Columbia Municipal Regulations sets forth a rate of Sixteen Dollars and Twenty Five Cents (\$16.25) for each Fifteen (15) minute unit for Supported Employment Services as established by the Amendment of Subtitle A, "Mental Health" of Title 22 of the District of Columbia Municipal Regulations with the addition of Chapter 51 entitled "Supported Employment Program – Reimbursement.

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be for One (1) Year from Date of Award with Four (4) One (1) Year Option Periods.

B.4 SCHEDULE B PRICING SHEET

See following page 4 and 5.

**PART I – THE SCHEDULE
 SECTION B
 SUPPLIES/SERVICES AND PRICE/COSTS**

ITEM NO.	SUPPLIES/SERVICES	MAX QTY ANNUAL HOURS	UNIT	UNIT PRICE	AMOUNT
	<p>Item Description: The District of Columbia Department of Mental Health (DMH) is seeking Qualified Mental Health Rehabilitation Services Contractors to provide Evidence-Based Supported Employment Services for the DMH Consumers Eighteen (18) years of age and over with serious mental illness or serious emotional disturbance in accordance with the District’s laws and regulations.</p> <p>The Contractor shall indicate the maximum capacity in hours at the established Quarter Hourly Rate for a Period of Performance of One (1) Year from Date of Award with Four (4) One Year Option Periods.</p>				
001	<p><u>Base Year</u></p> <p>Evidence-base Supported Employment Services</p>	_____	15 min. Interval	\$16.25	\$ _____
002	<p><u>Option Year One (1)</u></p> <p>Evidence-base Supported Employment Services</p>	_____	15 min. Interval	\$16.25	\$ _____
003	<p><u>Option Year Two (2)</u></p> <p>Evidence-base Supported</p>	_____	15 min. Interval	\$16.25	\$ _____

RM-11 RFP-042-BY4-TLW
 EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

004	Employment Services <u>Option Year Three (3)</u> Evidence-Base Supported Employment Services	_____	15 min. <u>Interval</u>	<u>\$16.25</u>	\$ _____
005	<u>Option Year Four (4)</u> Evidence-base Supported Employment Services _____ Printed Name of Offeror _____ Printed Name of Authorized Personnel _____ Title of Authorized Personnel _____ Signature of Authorized Personnel _____ Date	_____	15 min. <u>Interval</u>	<u>\$16.25</u>	\$ _____

END OF SECTION B

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
C.1	OVERVIEW	7
C.2	APPLICABLE DOCUMENTS	7
C.3	SCOPE OF WORK	7 - 9
C.4	REQUIREMENTS	9 - 12
C.5	DEFINITIONS	12
C.6	PERFORMANCE STANDARDS AND QUALITY ASSURANCE	12 - 13

C.1 OVERVIEW

- C.1.1 Evidence-Based Supported Employment is an employment model for Consumers Eighteen (18) years of age and over with serious mental illness or serious emotional disturbance. It is designed for Consumers with the most significant disabilities for whom competitive employment has not traditionally occurred, or for whom competitive employment has been interrupted or intermittent as a result of a significant disability. Evidence-Based Supported Employment involves community-based employment in integrated work settings that is consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice of the consumer.
- C.1.2 The District of Columbia, Department of Mental Health (DMH) seeks experienced and qualified Mental Health Rehabilitation Services (MHRS) Contractors to perform Evidence-Based Supported Employment services for Consumers (18) years of age and over with serious mental illness or serious emotional disturbance.
- C.1.3 This shall be a Multi-Award Fixed Price Contract based on the District of Columbia established Fee for Service Rate of Sixteen Dollars and Twenty Five Cents (\$16.25) for each Fifteen (15) minute unit of Evidence-Based Supported Employment Services.

C.2 APPLICABLE DOCUMENTS

1. Department of Mental Health Policy No. 508.1: Evidence-Based Supported Employment Services
2. Supported Employment Fidelity Scale
3. District of Columbia Department of Mental Health Establishment Congressional Review Emergency Amendment Act of 2001.
4. Title 22 of the District of Columbia Municipal Regulations, Amended Subtitle A, "Mental Health" by the addition of Chapter 51, entitled "Supported Employment Program – Reimbursement".

C.3 SCOPE OF WORK

- C.3.1 The Contractor shall accept referrals for supported employment services from DMH Certified Core /Service Agencies (CSA), supported employment providers, Department on Disability Services, Rehabilitation Services Administration (DDS/RSA) and the Mental Health Authority (MHA).

C.3.2 The Vendor shall become a Contractor Department on Disability Services, Rehabilitation Services Administration (DDS/RSA) to provide Time-Limited Evidence-Based Supported Employment Services in conjunction with DMH Evidence-Based Supported Employment Services in order to help consumers with serious mental illness obtain and maintain Community-Based Employment. The Contractor shall establish and run Evidence-Based Supported Employment programs for DMH and its Consumers. The Contractor shall design and implement individualized supports both on and/or off the work site as determined by the Consumers needs and expressed interests.

The employment process begins with the consumer identifying his/her work preferences. Immediately thereafter, without prevocational or other preliminary simulated training activities, an employment specialist shall assist the consumer in locating opportunities for employment in local businesses. The employment specialist may negotiate terms of employment with the employer, provide on- the-job training and support, and shall offer follow-along services/supports for as long as the consumer requires them.

C.3.3 The Contractor shall accept referrals for Evidence-Based Supported Employment services from DMH certified Core Service Agencies (CSA), Evidence-Based Supported Employment providers and the Mental Health Authority (MHA).

C.3.4 The Contractor shall operate an evidence-based, consumer oriented, supported employment program for DMH consumers. The Contractor shall provide ongoing work-based vocational assessments, job development, job placement, development of natural supports and time unlimited follow-along for each consumer.

C.3.5 The Contractor shall provide Evidence-Based Supported Employment services at various work sites throughout the District of Columbia and Metropolitan Washington area.

C.3.6 The Contractor shall have zero eligibility requirements governing the enrollment of Consumers in the supported work program. For example, consumers shall not be excluded from participation due to a lack of job readiness, substance abuse, a history of violent behavior, minimal intellectual function or the presence of the symptoms of mental illness.

C.3.7 The Contractor shall insure that each employment specialist manages an Evidence-Based Supported Employment caseload of up to twenty (20) consumers.

C.3.8 The Contractor shall insure that employment specialists provide all phases of Evidence-Based Supported Employment services including engagement, assessment, job placement and follow-along supports.

C.3.9 The Contractor shall insure that employment specialists are integrated as part of mental health treatment teams with shared decision making. Employment specialists shall attend regular treatment team meetings and have frequent contact with treatment team members.

RM-11 RFP-042-BY4-TLW
EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

- C.3.10 The Contractor shall insure that employment specialists provide job options that are diverse, competitive, integrated with co-workers without disabilities and based in business or employment settings that have permanent status rather than temporary or time-limited status.
- C.3.11 The Contractor shall insure that employment specialists begin the job search process immediately after the Consumer enters the program based on his/her job preferences relating to what they enjoy and their personal goals and needs (including experience, ability, symptomatology, health, and how each affects a good job match) rather than what jobs are readily available.
- C.3.12 The Contractor shall insure that employment specialists provide follow-along supports for the employer and Consumer on a time unlimited basis. Employer supports may include education and guidance. Consumer supports may include crisis intervention, job coaching, job support groups, transportation, treatment changes, (medication) and networked supports (friends/family).
- C.3.13 The Contractor shall insure that employment specialists provide assertive engagement and outreach (telephone, mail and community visits) as needed.
- C.3.14 The Contractor shall insure that Evidence-Based Supported Employment Staff participate in ongoing training related to Evidence Based Supported Employment services provided (at no cost) by the Department of Mental Health.

C.4 REQUIREMENTS

- C.4.1 The Contractor shall establish and run Evidence-Based Supported Employment programs for DMH and its Consumers who are (18) years of age and over with serious mental illness or serious emotional disturbance. The Contractor shall provide the required services described herein.
- C.4.2 The Contractor shall employ at least two (2) employment specialists who shall only provide Evidence-Based Supported Employment services and manage caseloads of up to 20 consumers.
- C.4.3 The Contractor's evidence-based practice supported employment management staff shall include:
- a. Program Administrator
 - b. Supported Employment Manager/Supervisor
- C.4.4 The Contractor shall state in its proposal approximately how many Consumers it shall serve in its Evidence-Based Supported Employment program in order to increase service capacity for the Department of Mental Health.
- C.4.5 The Contractor shall state in the price section of its proposal its total operating and service costs (program and personnel) related to operating an Evidence-Based Supported Employment Program.

C.4.6 The Contractor shall provide Evidence-Based Supported Employment services for consumers who are enrolled in the Department of Mental Health.

C.4.7 The Contractor shall provide the following Evidence-based practice supported employment services:

1. Intake – Involves obtaining background, clinical and employment information in order to enroll the consumer into the Evidence-Based Supported Employment program and initiate a referral to RSA.
2. Vocational Assessment – Consists of conducting vocational assessments, and assessment of person centered employment information in order to identify the individual's employment interests, preferences and abilities.
3. Individualized Work Plan (IWP) Development – Involves the process of developing a plan with the consumer that includes an employment goal and the support services required to reach the goal, such as integrating employment goals into the IRP, strategies to address stressor situations, assistance with symptom self-monitoring and self management, and assistance in increasing social support skills and networks that ameliorate life stresses resulting from the Consumer's mental illness or emotional disturbance and are necessary to enable and maintain the consumer's independent living.
4. Benefits Counseling – Helps consumers to examine and understand how employment may impact benefits such as supplemental security income (SSI), social security disability income (SSDI), medical assistance, and other disability-related benefits. Assistance may also involve advocacy on behalf of the person to resolve issues.
5. Supported Employment Job Club – Assists consumers in understanding how to complete job applications, effective interviewing techniques, resume writing, in addition to appropriate grooming, hygiene and dress for work situations.
6. Treatment Team Coordination – Involves coordination and contact with treatment team members regarding the provision of Evidence-Based Supported Employment services.
7. Job Development – Involves contacting employers through various activities in order to obtain community-based employment for consumers.
8. Time Limited Job Coaching – Helps consumers learn job duties once employed through on-the-job training, effective use of community resources, consult with the worker's employer, coworkers, family or supervisors as necessary for a maximum of ninety (90) days.
9. Ongoing Job Coaching – Is time unlimited and involves the provision of on and off-the-job supports to help a consumer manage his or her illness in support of achieving personal

RM-11 RFP-042-BY4-TLW
EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

recovery goals which include employment; resolves challenges, disruptions, and conflicts in the person's life that negatively impact on the consumer's health and ability to work.

10. Job Assistance – Involves assisting the consumer with management of mental illness with requirements of employment, such as teaching and reinforcing previously learned strategies for controlling emotions, focusing on tasks, assertiveness, utilization of coping techniques, socialization, boundary issues, in addition to averting crises and crisis intervention to help prevent symptom exacerbation and minimize disruptions to employment.
11. Follow-Along Supports – Supports provided to consumers and their employers that are time-unlimited. Consumer supports can involve, but are not limited to, crisis intervention, career counseling, job coaching, treatment changes, travel training, and job support groups. Employer supports may include, but are not limited to, staff training, disability awareness education and guidance.

- C.4.8 The Contractor shall insure that it's supported employment managers and employment specialists attend mandatory monthly evidence-based practice supported employment meetings held by DMH.
- C.4.9 The Contractor shall collect Evidence-Based Supported Employment outcome information and provide such data to DMH monthly. Core outcome data to be collected involves:
- a. Number of Consumers served
 - b. Number of Consumers employed
 - c. Number of Consumers referred to Rehabilitation Services Administration (RSA)
 - d. Hours worked
 - e. Wages earned
 - f. Types of jobs held by Consumers
 - g. Number of Consumers participating in education programs
- C.4.10 The Contractor shall utilize quality improvement information from a variety of sources, including but not limited to, Consumer satisfaction surveys, community service review results, and routine oversight and monitoring activities, in order to monitor Consumer satisfaction with the employment services they receive.
- C.4.11 The Contractor shall be required to participate in a baseline program evaluation conducted by DMH, using the supported employment fidelity scale within one (1) month of the Contractors program start-up, with a second evaluation conducted six (6) months after program start-up. An annual fidelity evaluation shall be conducted by DMH.
- C.4.12 The Contractor shall act as a liaison to the Rehabilitation Services Administration (RSA) counselors in order to assist consumers in obtaining community-based employment
- C.4.13 The Contractor shall submit with each invoice an attached breakdown of the Evidence-Based

EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

Supported Employment Services provided to Consumers along with Consumer's first and last names and DMH eCura number.

C.4.14 Employment Specialist providing employment support with DMH funds **MUST** meet the qualifications outlined in Attachment A, DMH Evidence-Based Supported Employment Policy Number 508.1. All employment specialists and treatment team members must be willing to participate in periodic training provided by the Department of Mental Health.

C.5. DEFINITIONS

C.5.1 Consumer: - A person eligible to receive Mental Health Rehabilitation as defined in the District of Columbia Department of Mental Health's Established Congressional Review Emergency Amendment Act of 2001, Effective July 23, 2001 (D.C. Act 14-101) and enrolled in the DMH Consumer Enrollment and Referral Systems.

C.5.2 Core Service Contractor: – A DMH Certified Community-Based MHRS provider that has entered into a Human Care Agreement with DMH provider specified MHRS.

C.5.3 DMH: Department of Mental Health

C.5.4 RSA: Rehabilitation Services Administration

C.5.5 Employment Specialist: – Employment staff who work for an Evidence-Based supported Employment Program.

C.5.6 Supported Employment: –
A program evaluation tool developed by
Fidelity Scale Dartmouth College, Psychiatric Research
Center.

C.6 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

C.6.1 The Contractor shall agree to meet the following performance standards during the duration of this Contract.

- 1.) Personnel: At least two (2) employment specialist who shall provide only Vocational services;
- 2.) Caseload Size: Employment specialists manage vocational caseloads of up to twenty (20) consumers;
- 3.) Vocational Generalists: Each employment specialist carries out all Phases of vocational service, including engagement, assessment, job placement, and follow-along supports; Integration of Rehabilitation with Mental Health

Treatment: Employment specialists are part of the mental health treatment teams with shared decision-making. They attend regular treatment team meetings (not replaced by administrative meetings) and have frequent contact with treatment team members;

- 4.) Vocational Unit: Employment specialist's function as a unit rather than as a group of practitioners. They have group supervision, share information and help each other with cases;
- 5.) Zero Exclusion Criteria: No eligibility requirements such as job readiness, lack of substance abuse, no history of violent behavior, minimal intellectual functioning and mild symptoms;
- 6.) Ongoing, Work-Based Vocational Assessment: Vocational assessment is an ongoing process based on work experiences in competitive jobs;
- 7.) Rapid Search for Competitive Job: The search for competitive jobs occurs within 30 days after entry into the supported employment program;
- 8.) Individualized Job Search: Employer contacts are based on consumer's job preferences (relating to what they enjoy and their personal goals) and needs (including experience, ability, symptomatology and health, etc. and how they affect a good job and setting match) rather than the job market (i.e. what jobs are readily available);
- 9.) Diversity of Jobs Developed: Employment specialists provide competitive job options that are diverse and are in different settings;
- 10.) Permanence of Jobs Developed: Employment specialists provide competitive job options that have permanent status rather than temporary or time limited status, e.g. TEPs;
- 11.) Jobs as Transitions: All jobs are viewed as positive experiences on the path of vocational growth and development. Employment specialists help consumers end jobs when appropriate and then find new jobs;

END OF SECTION C

PART I – THE SCHEDULE

SECTION D

TABLE OF CONTENTS

PACKAGING AND MARKINGS

NOT APPLICABLE TO THIS SOLICITATION

***** END OF SCHEDULE D *****

PART I – THE SCHEDULE

SECTION E

TABLE OF CONTENTS

INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant Contract shall be governed by the Government of the District of Columbia's Standard Contract Provisions (SCP) Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1 – 3.

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0303.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies%20and%20form/Standard%20Contract%20Provisions%200303.pdf)

***** END OF SCHEDULE E *****

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
F.1	CONTRACT TYPE	17
F.2	PERIOD OF PERFORMANCE	17
F.3	OPTION TO EXTEND THE TERM OF THE CONTRACT	17

F.1 CONTRACT TYPE

The District contemplates award of Multiple Fixed Price Contracts.

F.2 PERIOD OF PERFORMANCE

F.2.1.1 The term of the Contract shall be for a Period of Performance from One Year from Date of Award.

F.2.1.2 The District may extend the term of this Contract by exercising up to Four (4), One (1) Year Option Periods.

F.2.1.3 The total duration of this Contract, including the exercise of any Options under this clause, shall not exceed five (5) years.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District shall extend the term of this Contract for a period of Four (4) One Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary written notice does not commit the District to an extension. The Exercise of the Option Period of a Contract is at the sole and absolute discretion of DMH based upon the satisfactory performance of the Contractor by being in compliance with the Scope of Work, along with the Terms/Conditions of the Contract and is subject to the availability of funds at the time of the Exercise of the Option Period. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Contractor Chief Contracting Officer (Director/ACCO) prior to the expiration of the Contract.

F.3.2 If the District exercises this Option, the extended Contract shall be considered to include this Option provision.

F.3.3 The price for the Option Period shall be as specified in the Contract.

***END OF SCHEDULE F ***

PART I – THE SCHEDULE

SECTION G

TABLE OF CONTENTS

CONTRACT ADMINISTRATION

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
G.1	INVOICE PAYMENT	19
G.2	SUBMISSION OF INVOICES	19 - 20
G.3	METHOD OF PAYMENT	20
G.4	ASSIGNMENTS	20
G.5	CONTRACTING OFFICER (CO)	21
G.6	AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)	21
G.7	CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)	21 – 22

G.1 INVOICE PAYMENT

- G.1.1 The District shall make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.2 The District shall pay the Contractor on or before the 30th day after Accounts Payable receives a proper invoice which has been certified as correct by the Contract COTR.

G.2 SUBMISSION OF INVOICES

- G.2.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** and shall be resubmitted as indicated in this clause.
- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2 Contract number, block number eleven (11) and encumbrance number, block number seven (7) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

G.2.2.8 Authorized signature

G.3 METHOD OF PAYMENT

The District shall pay the amount due the Contractor under this Contract after the presentation of a properly executed invoice; and

G.4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to

Name of Assignee

Address of Assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by the Director, Contracts and Procurement/Agency Chief Contracting Officer. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
64 New York Avenue, NE, 4th Floor
Washington, DC 20002
Telephone: 202- 671-3188; Fax: 202-671-3395

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G.6.2 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.
- G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1 The Director, Contracts and Procurement/Agency chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement shall be responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract.

**RM-11 RFP-042-BY4-TLW
EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES**

In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract.

Stephen Baker shall serve at the Contracting Officer's Technical Representative (COTR) for this Contract.:

Stephen Baker
Program Manager
Supported Employment Services
Office of Programs and Policy
DC Department of Mental Health
64 New York Avenue, 4th Floor
Washington, DC 20002
Office Phone: (202) 673-7597
Office Fax: (202) 671-3225
Email: steven.baker@dc.gov

G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

***** END OF SCHEDULE G *****

PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
H.1	LIQUIDED DAMAGES	24
H.2	CONTRACTOR LICENSE/CLEARANCES	24
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	24 - 29
H.4	COST OF OPERATION	29
H.5	AMERICAN WITH DISABILITIES ACT OF 1990 (ACT)	29

H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify The Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of Not To Exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procure/Agency Chief Contracting Officer shall be in an amount of \$250.00 per day per unavailable slot where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.2 CONTRACTOR LICENSE/CLEARANCES

The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean the Contractor.
- (b) *DMH*. DMH shall mean the District of Columbia Department of Mental Health.
- (c) *Confidentiality Law* shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including DC Official Code §§ 4- 1302.03, 1302.08, 1303.06 and 130-3,07
- (d) *Designated Record Set* means:
1. A group of records maintained by or for DMH that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for DMH to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.

- (e) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) *Privacy Rule* shall mean the requirements and restrictions contained in Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) *Protected Information* shall include protected health information as defined in 45 CFR 164.501, limited to the protected health information created or received by the Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) *Protected Health Information* shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) *Required By Law* shall have the same meaning as the term "required by law" in 45 CFR 164.50, except to the extent District of Columbia laws have preemptive effect by operation of 45 CFR part 160, subpart B, or regarding other protected information required by District or Federal law.
- (j) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

H.3.2 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Privacy and Confidentiality Compliance Section H.3.2, or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Section H.3.2.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Section H.3.2.

- (d) Business Associate agrees to report to DMH any use or disclosure of the Protected Health Information not provided for by this Section H.3.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a Sub-Contractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of DMH and in the time and manner proscribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to Protected Health Information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of DMH or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, DMH, available to the DMH in a time and manner prescribed by the Director Contracts and Procurement/Agency Chief Contracting Officer for purposes of Determining DMH's Compliance with the Privacy Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H3.3, the Business Associate may use or disclose Protected Health Information to Perform functions, activities, or services for, or on behalf of, DMH in this Contract, Evidence-Based Supported Employment Services, RM-11-RFP-042-BY4-TLW provided that such use or Disclosure would not violate the Privacy Rules if done by DMH or the minimum necessary policies and procedures of DMH.

- (b) Except as otherwise limited in this Section H.3.3, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3.3, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3.3, the Business Associate may use Protected Health Information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of the law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.3.4 Obligations of DMH

- (a) DMH shall notify Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) DMH shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) DMH shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

H.3.5 Permissible Requests by DMH

DMH shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by DMH.

H.3.6 Term and Termination

- (a) Term. The requirements of this Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the Protected Health Information provided by DMH to Business Associate, or created or received by Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.3.3 by Business Associate, DMH shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the Contract if Business Associate has breached a material term of this HIPPA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves Protected Health Information, DMH shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph H.3.6.(c) of this section, upon termination of the Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to Protected Health Information that is in the possession of Sub-Contractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

H.3.7 Miscellaneous

- (a) Regulatory References - A reference in this Section, H.3 in the Privacy Rules means the section as in effect or as amended.
- (b) Amendment - The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival - The respective rights and obligations of the Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of

Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.

- (d) *Interpretation* - Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rules.

H.4 COST OF OPERATION

All Costs of operation under this Contract shall be borne by the Contractor. This includes, but is not limited to, taxes, surcharges, licenses, insurances, transportation, salaries and bonuses.

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this Contract, this Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. Section 12101 et. Seq.

*****END OF SCHEDULE H *****

PART II: CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISION	31
I.2	CONTRACTS THAT CROSS FISCAL YEARS	31
I.3	CONFIDENTIALITY OF INFORMATION	31
I.4	TIME	31
I.5	RESTRICTION ON DISCLOSURE AND USE OF DATA	31 - 32
I.6	CONTRACT CLAUSES	33
I.7	OTHER CONTRACTS	32
I.8	FIRST SOURCE EMPLOYMENT AGREEMENT	32
I.9	SUB-CONTRACTS	32
I.10	CONTINUITY OF SERVICES	32 - 33
I.11	INSURANCE	33
I.12	EQUAL EMPLOYMENT OPPORTUNITY	34

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

- 1.4.1 Time, if stated in a number of days, shall include Saturdays, Sundays, and holidays, unless otherwise stated herein.
- 1.4.2 Business Days shall include Mondays through Fridays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

- 1.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

- 1.5.2 If however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in

this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets).”

I.5.3 Mark each sheet of data it wishes to restrict 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.”

I.6 CONTRACT CLAUSES

Department of Mental Health Policies and Rules include the requirement to be in Compliance with DMH Policies and Rules. For more information, refer to DMH Website at:

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

I.7 OTHER CONTRACTORS

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

I.8 FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement Website Link #J5, executed between the District of Columbia and the Contractor throughout the entire duration of the Contract, including option periods if any.

I.9 SUB-CONTRACTS

The Contractor hereunder shall not Sub-Contract any of the Contractor’s work or services to any Sub-Contractor without the prior, written consent of the Contracting Officer. Any work or service so Sub-Contracted shall be performed pursuant to a Sub-Contract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such Sub-Contract shall specify that the Contractor and the Sub-Contractor shall be subject to every provision of this Contract. Notwithstanding any such Sub-Contractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.10 CONTINUITY OF SERVICES

I.10.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 **INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

I.11.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.11.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.11.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.11.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

***** END OF SCHEDULE I *****

PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENT

SECTION J

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
AND WEBSITE ADDRESS FOR COMPLIANCE DOCUMENTS:**

- J.1 STANDARD CONTRACT PROVISIONS (JULY 2010) (38 Pages)**
[http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- J.2 WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages)**
[Wage Determination - May 29, 2008.PDF \(568KB\)](http://www.dmh.dmhc.gov/cwp/view,a,3,q,639222,dmhNav,31262|.asp)
- J.3 CONSENT ORDER DATED DECEMBER 12, 2003 in DIXON, ET AL. V FENTY, ET AL., CA 74-285 (TFH) (DIXON CONSENT ORDER) (18 pages)**
<http://www.dmh.dmhc.gov/cwp/view,a,3,q,639222,dmhNav,31262|.asp>
- J.4 EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT**
<http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5 FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)**
<http://ocp.dc.gov/DC/OCP/Contractor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6 BUDGET PACKAGE (ATTACHMENT ONE) (12 Pages)**
<http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/COST+DATA+REQUIREMENTS+Template>
- J.7 TAX CERTIFICATION AFFIDAVIT (Complete and return a copy with your Bid)**
<http://ocp.dc.gov/DC/OCP/Contractor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.8 LIVING WAGE ACT FACT SHEET (THE WAY TO WORK) (2 Pages)
AMENDMENT ACT OF 2006**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet%2010.pdf>

*** END OF SECTION J ***

PART IV: REPRESENTATIVES AND INSTRUCTIONS

SECTION K

**REPRESENTATIVE, CERTIFICATIONS AND OTHER STATEMENTS OF THE
CONTRACTORS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
K.1	TAX CERTIFICATION	37
K.2	AUTHORIZED NEGOTIATORS	37
K.3	TYPE OF BUSINESS ORGANIZATION	37
K.4	EMPLOYMENT AGREEMENT	38
K.5	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATION	38 - 39
K.6	WALSH-HEALY ACT	39 - 40
H.7	BUY AMERICAN CERTIFICATION	40
K.8	OFFICERS NOT TO BENEFIT CERTIFICATION	40
K.9	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	40 - 41
K.10	ACKNOWLEDGE OF AMENDMENTS	41 - 42

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.7.

K.2 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.3 TYPE OF BUSINESS ORGANIZATION

K.4.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

an individual

a joint venture, or

a corporation registered for business in

(Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective Sub-Contractors, prior to execution of any Contractual agreements, that the Sub-Contractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____
Signature _____ Date _____

K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85

and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

Name _____

Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous Contract or Sub-Contract subject to the Mayor's Order 85-85. Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed Sub-Offerors. (The above representations need not be submitted in connection with Contracts or Sub-Contracts, which are exempt from the Mayor's Order.)

K.6 WALSH-HEALY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

_____ The Offeror is a Regular Dealer.

_____ The Offeror is not a Regular Dealer.

(d) Manufacturer

_____ The Offeror is a Manufacturer.

_____ The Offeror is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Contract, or

- (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

*****END OF SCHEDULE K*****

PART IV: REPRESENTATIVES AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS & NOTICES TO THE CONTRACTORS

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
L.1	CONTRACT AWARD	45
L.2	PROPOSAL FORM, ORGANIZATION AND CONTENT	45
L.3	PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	46 – 47
L.4	HAND DELIVERY OR MAILING OF PROPOSAL	47
L.5	EXPLANATION TO PROSPECTIVE OFFERORS	47
L.6	FAILURE TO SUBMIT OFFERS	47 -48
L.7	PROPOSAL PROTESTS	48
L.8	SIGNING OF OFFERS	48
L.9	UNNECESSARILY ELABORATE PROPOSALS	48
L.10	RETENTION OF PROPOSAL	48
L.11	PROPOSAL COSTS	48
L.12	ACKNOWLEDGEMENT OF AMENDMENTS	49
L.13	ACCEPTANCE PERIOD	49
L.14	BEST AND FINAL OFFERS	49
L.15	LEGAL STATUS OFFEROR	49 -50

RM-11 RFP-042-BY4-TLW
EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES

L.16	STANDARDS OF RESPONSIBILITY	50
L.17	OPTIONAL PRE-PROPOSAL CONFERENCE	50 – 51

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a Contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: ***"Proposal in Response to Solicitation No. RM-11-RFP-042-BY4-TLW; Evidence-Based Supported Employment Services;*** _____.

(Insert Your Company's Name)

Offerors are directed to the specific proposal evaluation criteria found in Section M of this Solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Quality Improvement Plan
4. Personnel
5. Past Performance

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.31 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 P.M. EST on THURSDAY, SEPTEMBER 1, 2011**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

L.3.2 PROPOSAL QUESTIONS

All questions associated with this RFP must be submitted in writing no later than Thursday, August 25, 2011. All written questions must be submitted to

Samuel J. Feinberg, CCPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer
64 New York Avenue, NE, 4th Floor
Washington, DC 20002
Telephone: 202-671-3188
Fax: 202-671-3395
Samuel.feinberg@dc.gov

L.3.3 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 **HAND DELIVERY OR MAILING OF PROPOSALS**

DELIVER AN ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE WITH THE SOLICITATION NUMBER CLEARLY DISPLAYED TO:

Tira L. Williams
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, NE, 4th Floor
Washington, D. C. 20002

L.5 **EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 **FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracting and Procurement Administration, Agency Chief Contracting Officer, Samuel J. Feinberg, 64 New York Avenue, NE, 4th Floor, Washington, DC, 20002, 202-671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the

Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 PROPOSAL PROTESTS

Any actual or prospective bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.8 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.10 RETENTION OF PROPOSALS

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.13 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, Registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.15.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.15.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.16 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

L.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.17 OPTIONAL PRE-PROPOSAL CONFERENCE

L.17.1 The District shall conduct an **Optional Pre-Proposal Conference on Monday, August 22, 2011 at 3:00 PM EST at the Department of Mental Health, 64 New York Avenue, NE 4th Fl. Conference Room F Washington, DC 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than ten (10) days after the release of the solicitation.

L.17.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. **All questions must be submitted in writing to the Director, Contracts and Procurement/Agency Chief Contracting Officer following the close of the Pre-Proposal Conference in order to generate a formal answer, but in any event, no fewer than five (5) days prior to the date set for receipt of proposals.** Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the Solicitation, and shall be issued as an Amendment to the solicitation.

*****END OF SCHEDULE L*****

PART IV: REPRESENTATIVES AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
M.1	EVALUATION FOR AWARD	52
M.2	TECHNCIAL RATING	52
M.3	TECHNICAL CRITERIA	52 - 54
M.4	PRICE CRITERIA	54
M.5	PERFERENCE	54
M.6	TOTAL	54

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract shall be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub-factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub-factor, the score for the sub-factor is 4.8 (4/5 of 6). The sub-factor scores shall be added together to determine the score for the factor level.

M.3 TECHNICAL CRITERIA

A. EVALUATION FACTOR: TECHNICAL UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH 0 – 30 POINTS

- Demonstrates a clear understanding of Evidence-Based Supported Employment in accordance with the Department of Mental Health Policy No. 508.1 and to meet the requirements in Schedule C to include:

1. Demonstrate ability in administering an evidence-based supported employment program for Consumers Eighteen (18) years of age and over with serious mental illness or serious emotional disturbance;
2. Ability to provide all phases of Evidence-Based Supported Employment services including engagement, assessment, job placement and follow-along supports;
3. Knowledge on how to recruit, hire, train, and supervise at least two employment specialists who manage caseloads of up to 25 consumers;
4. Demonstrate ability to meet DMH's monthly Evidence-Based Supported Employment data reporting requirements; and
5. Demonstrate how proposed services shall assist DMH to increase evidence-based support employment service capacity.

B. EVALUATION FACTOR: MANAGEMENT PLAN 0 – 20 POINTS

- Demonstrate a thorough understanding of how the Evidence-Based Supported Employment program is to be organized, staffed and managed in accordance with the requirements contained in Schedule C of this Solicitation:

○ State how Evidence-Based Supported Employment services shall be provided to include but not limited to:

1. Coordinate day-to-day provision of program services;
2. Provide Evidence-Based Supported Employment services at various work sites throughout the District of Columbia and Metropolitan Washington area;
3. Accept referrals for Evidence-Based Supported Employment services from DMH certified Core Service Agencies, Evidence-Based Supported Employment providers and the Mental Health Authority;
4. Demonstrate that Evidence-Based Supported Employment management staff is in place

C. EVALUATION FACTOR: QUALITY IMPROVEMENT PLAN 0–10 POINTS

- Demonstrate how a variety of sources, including but not limited to, consumer satisfaction surveys, community service review results, and routine oversight and

monitoring activities shall be used to monitor consumer satisfaction and overall program effectiveness.

D. EVALUATION FACTOR: PERSONNEL 0 – 10 Points

- Possess the organizational resources, capability and experience to provide Evidence-Based Supported Employment program workforce and replacements, when needed, for an effort of this scope.
- Staff demonstrates the expertise and qualifications to successfully accomplish the requirements outlined in Section C.
- Provide Resumes of Program Administrator, Supported Employment Manager/Supervisors and Employment Specialists
-

E. PAST PERFORMANCE CRITERIA 0 – 20 Points

- The Contractors Past performance for Government Contracts, grants or Sub-Contracts for Evidence-Based Supported Employment services or similar services within the last three (3) years.

M.4. PRICE CRITERIA 0 – 10 Points

- The Price Evaluation shall be objective. The prospective Offeror with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Offeror's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.5. PREFERENCE (_____ Points)

M.6. TOTAL (_____ Points)

****END OF SCHEDULE M****