

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 609 H STREET, NE - 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 63</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-12-RFP-058-BY4-TLW</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: <b>March 29, 2012 / FRIDAY, APRIL 27, 2012 at 2:00 PM</b>
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: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>
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**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	40 -47
x	B	Supplies/Services and Price/Costs	2-8	<i>PART III – List of Documents, Exhibits and Other Attach</i>			
x	C	Description/Specs/Work Statement	9- 17	x	J	List of Attachments	48
x	D	Packaging and Marking	18 - 19	<i>PART IV – Representations and Instructions</i>			
x	E	Inspection and Acceptance	20 -21		K	Representations, Certifications and other Statements of Contractors	49
x	F	Deliveries or Performance	22 - 23		L	Instrs. Conds., & Notices to Contractors	50 - 56
x	G	Contract Administration	24 - 30		M	Evaluation Factors for Award	57 - 63
x	H	Special Contract Requirements	31 - 39				

**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:	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) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
B.1	SUPPLIES AND SERVICES	3
B.2	PRICE/COST	3
B.3	PERIOD OF PERFORMANCE	3
B.4	INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSAL	3
B.5	SCHEDULE B PRICING SHEET	4 - 8

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**B.1 SUPPLIES AND SERVICES**

The Contractor shall provide Evidence-Based Supported Employment Services to District of Columbia, Department of Mental Health (DMH) Consumers 18 years of age or over with serious mental illness or serious emotional disturbance in accordance with the District's laws and regulations. The Contractor shall indicate the maximum service capacity in fifteen (15) minute Intervals at a rate of \$16.25 per fifteen (15) minute interval for a Period of Performance of One Year from Date of Award and for Four (4) One (1) Year Option Periods in the B.4 Pricing Schedule.

**B.2 CONTRACT TYPE**

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. The District intends to make Multiple Contract Awards of a Labor Hour Contract resulting from this solicitation.

**B.3 PERIOD OF PERFORMANCE**

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 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSAL**

**Response to this Request for Proposal (RFP) requires completion and signature of the Section A (Page 1), Schedule B Pricing Sheets (Pages 4 – 8), written response that addresses the Scope of Work in Section C and the Technical Evaluation Criteria in Section M, along with the completion of all required Compliance Documents as instructed in Section L of this solicitation. All documents must be delivered to the following Contract Specialist:**

**Tira Williams  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE – 4<sup>th</sup> Floor  
Washington, DC 20002  
202-671-3184**

**B.5 SCHEDULE B PRICING SHEET**

See Following Pages 4 through 8.











**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART I - THE SCHEDULE**

**SECTION C**

**BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE. NO</b>
C.1	OVERVIEW	10
C.2	SCOPE OF SERVICES	10 -11
C.3	APPLICABLE DOCUMENTS	11 - 12
C.4	DEFINITIONS	12
C.5	GENERAL REQUIREMENTS/SPECIFICATIONS	12 - 15
C.6	SPECIFIC REQUIREMENTS/QUALIFICATIONS	15
C.7	PERFORMANCE STANDARDS	15 - 17
C.8	EVALUATION MONITORING	17
C.9	ADVERTISING AND PUBLICITY	17
C.10	CONFIDENTIALITY	17

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS**

**C.1 OVERVIEW**

C.1.1 The Department of Mental Health provides Comprehensive Mental Health Services to Adults, Children, Youths and their Families. Inpatient services are provided at Saint Elizabeths Hospital which serves as the District of Columbia's government-run Psychiatric hospital. Any person 18 years of age or older who is enrolled in the public mental health system within the District of Columbia is eligible for Supported Employment Services. Community providers are required to ask each Consumer 18 years of age or older whether or not he/she would like to receive these services. If the person answers affirmatively, a referral is made to the Supported Employment program. This solicitation is being let to identify potential providers of these services.

**C.2 SCOPE OF SERVICES**

C.2.1 The Department of Mental Health (DMH) is seeking a Contractor to provide Evidence-Based Supported Employment Services to Consumers eighteen (18) years of age or older 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.2.2 The Contractor shall design and implement individualized supports both on and/or off the work site as determined by the Consumer's needs and expressed interests. The employment process shall begin 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/support and shall offer follow-along services/support for as long as the consumer requires them.

C.2.3 The Contractor shall accept referrals for Evidence-Based Supported Employment Services from DMH certified Core Service Agencies (CSA) evidence-based supported employment providers, consumers and the Mental Health Authority (MHA).

C.2.4 The Contractor shall operate an evidence-based, Consumer oriented, supported employment program for Consumers providing ongoing work-based vocational assessments, job development, job placement, development of natural supports and time unlimited follow-along for each consumer.

C.2.5 The Contractor shall provide Evidence-Based Supported Employment Services at various work sites throughout the District of Columbia and the Metropolitan Washington area.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- C.2.6 The Contractor shall have zero eligibility requirements governing the enrollment of Consumers in the Evidence-Based Supported Employment 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.2.7 The Contractor shall ensure that each Employment Specialist manages an Evidence-Based Supported Employment caseload Not-to-Exceed twenty (20) Consumers.
- C.2.8 The Contractor shall ensure that Employment Specialists provide all phases of Evidence-Based Supported Employment services including engagement, assessment, job placement and follow-along supports.
- C.2.9 The Contractor shall ensure that Employment Specialist are integrated into the mental health teams with shared decision making. They shall attend regular treatment team meetings (not replaced by administrative meetings) and have frequent contact with treatment team members.
- C.2.10 The Contractor shall ensure 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.2.11 The Contractor shall ensure 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, etc. - and how each affects a good job match) rather than what jobs are readily available.
- C.2.12 The Contractor shall ensure 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.2.13 The Contractor shall ensure that Employment Specialists provide assertive engagement and outreach (telephone, mail and community visits) as needed.
- C.2.14 The Contractor shall ensure that the staff shall participate in ongoing Evidence-Based Supported Employment trainings provided (at no cost) by the Department of Mental Health.

**C.3 APPLICABLE DOCUMENTS**

- 1. Department of Mental Health Policy No. 508.1: Evidence-Based Supported Employment Services

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

2. Supported Employment Fidelity Scale
3. District of Columbia Department of Mental Health Establishment Congressional Review Emergency Amendment Act of 2001.

**C.4 DEFINITIONS**

- C.4.1 **Consumer:** A person eligible to receive Mental Health Rehabilitation as defined in the District of Columbia Department of Mental Health Established Congressional Review Emergency Amendment Act of 2001, effective July 23, 2001 (D.C. Act 12 -101 and Enrollment and Referral Systems.
- C.4.2 **Core Service Agency:** A DMH Certified Community-Based MHRS provider that has entered into a Human Care Agreement with DMH provider specified MHRS.
- C.4.3 **DMH:** Department of Mental Health
- C.4.4 **RSA:** Rehabilitation Services Administration
- C.4.5 **Employment Specialist:** Employment staff who work for an Evidence-Based Supported Employment program
- C.4.6 **Supported Employment:** A system of support for people with disabilities in regards to ongoing employment in integrated settings. Supported employment provides assistance such as job coaches, job development, job retention, transportation, assistive technology, specialized job training and individually tailored supervision. Supported Employment often refers to both the development of employment opportunities and on-going support for those individuals to maintain employment. The DMH utilizes the Fidelity Scale developed by Dartmouth College, Psychiatric Research Center as a program evaluation tool to assess the delivery of this service by contracted providers.

**C.5 GENERAL REQUIREMENTS/SPECIFICATIONS**

- C.5.1 The Contractor shall establish and run Evidence-Based Supported Employment programs for DMH and its Consumers who are eighteen (18) years of age or over with serious mental illness or serious emotional disturbance. The Contractor shall provide the required services described herein.
- C.5.2 The Contractor shall employ a minimum of two (2) Employment Specialist who shall only provide Evidence-Based Supported Employment Services, Mental Health Rehabilitation Services and manage caseloads Not-to-Exceed twenty (20) Consumers. Contractor shall demonstrate their experience and knowledge in recruiting, hiring and retaining two (2) Employment Specialist by providing a copy of their Employment and Hiring Practices Manual.
- C.5.3 The Contractor's Evidence-Based Practice Supported Employment staff shall Include:

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- a. Program Administrator
- b. Supported Employment Manager/Supervisor who is a Qualified Practitioner

C.5.4 The Contractors shall provide Evidence-Based Supported Employment Services for Consumers who are enrolled in the Public Mental Health System and provide measurements of how proposed services shall assist DMH in increasing Evidenced-Based Supported Employment Services..

C.5.5 The Contractor shall provide the following Evidenced-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 Rehabilitation Services Administration (RSA);
2. **Vocational Assessment** – Involves use of environmental assessments and consideration of reasonable accommodations along with development of vocational profiles conducted in partnership with consumers. Core components of assessments should include Consumer employment goals, interests, preferences, and abilities, along with employment/academic history. Minimal testing may occur but not as a requirement for receiving supported employment services;
3. **Individualized Work Plan (IWP)** – Includes 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 Individual Rehabilitation Plan (IRP) strategies to address stressor situations, assistance with symptom self-monitoring and self management, along with 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. **Supported Employment Job Club** – Assists Consumers in understanding how to complete job applications, effective interviewing techniques, resume writing, appropriate grooming, hygiene and dress for work situations;
5. **Benefits Counseling** - Includes, but not limited to, helping Consumers examine and understand how work may impact benefits received such as Supplemental Security Income (SSI), Social Security Disability Income (SSDI), medical assistance and other disability related benefits. In addition, may involve advocacy on behalf of consumers to resolve problems related to their benefits
6. **Treatment Team Coordination** – Involves coordination and contact with treatment team members regarding the provision of Supported Employment Services to consumers. Contact may consist of, but is not limited to, meetings, one- to-one calls, conference calls and electronic communications such as e-mail and fax.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

7. **Job Development** – Involves helping Consumers with activities that lead to community-based competitive jobs based on Consumer preferences. Activities shall involve, but not be limited to, resume development, completing job applications, direct or indirect contact with employers, business groups, Chambers of Commerce, as well as networking events, job fairs and other opportunities which result in jobs for Consumers.
  8. **Time Limited Job Coaching** – Helps Consumers learn job duties, once employed, through on-the-job training, effective use of community resources and consultation with the worker’s employer, coworkers, family or supervisors, as necessary, for a maximum of ninety (90) days;
  9. **Unlimited Ongoing Job Coaching** – Involves the provision of on and off-the-job supports to help a Consumer manage his or her illness to achieve personal recovery goals, including employment, and resolve 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, averting crises, and crisis intervention to help prevent symptom exacerbation and minimize disruptions to employment; and
  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.5.6 The Contractor shall ensure that it’s supported Employment Managers and Employment Specialists attend mandatory monthly Evidence-Based Practice Supported Employment meetings held by DMH.
- C.5.7 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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- f. Types of jobs held by consumers
- g. Number of Consumers participating in education programs

C.5.8 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.5.9 The Contractor shall be required to participate in a baseline program evaluation conducted by DMH, using the Supported Employment Fidelity Scale (attached within this solicitation) within one (1) month of the Contractor's program start-up.

**C.6 SPECIFIC REQUIREMENTS/QUALIFICATIONS**

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 participate in periodic training provided by the Department of Mental Health.

**C.7 PERFORMANCE STANDARDS**

The Contractor shall agree to meet the following performance standards throughout the duration of this Contract.

1. **Personnel:** A minimum of two (2) full time Employment Specialist who shall provide both vocational and mental health rehabilitation services;
2. **Supervision:** The Supervisor for a Supported Employment program must be a Qualified Practitioner;
3. **Caseload Size:** Employment Specialists manage vocational caseloads of Not-to-Exceed 20 Consumers;
4. **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;
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 shall be used to exclude an individual from supported employment;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

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. Temporary Employment Positions (TEP)s;
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;
12. **Follow-Along Supports:** Individualized follow-along supports are provided to the employer and Consumer on a time unlimited basis. Employer supports may include crisis intervention, job coaching, job counseling, job support groups, transportation, treatment changes (medication), networked supports (friends/family);
13. **Community-Based Services:** Vocational Services such as engagement, job finding and follow along supports are provided in natural community settings of the Consumer's choice;
14. **Assertive Engagement and Outreach:** Assertive engagement and outreach (telephone, mail and community visit) are conducted as needed;
15. **Mental Health Education:** Employment Specialists provide mental health education, support and consultation to Consumers' families and their support system, which is directed exclusively to the well-being and benefit of the consumer;
16. **Mental Health Intervention:** Employment Specialists provide mental health intervention for the development of interpersonal and

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

community coping skills, including adapting to home, school, and work environments; and

17. **Symptom Self-Monitoring and Self-Management:** Employment Specialists help Consumers to monitor and manage symptoms for the identification and minimization of the negative effects of psychiatric symptoms, which interfere with the Consumer's choice.

**C.8 EVALUATION MONITORING**

The Supported Employment standards shall be measured by using the Supported Employment Fidelity Scale (see Attachment C). Failure to comply with the standards shall be cause for termination.

**C.9 ADVERTISING AND PUBLICITY**

Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

**C.10 CONFIDENTIALITY**

Information concerning DMH Consumers in accordance with the Confidentiality Law, the Privacy Rule (the requirements and restrictions contained in 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) and Section H.3 of this Contract.

**\*\*\* END OF SECTION C \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO..</b>
D.1 and D.2	PACKAGING AND MARKING	19

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.  
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open Hyperlink and select “OK.”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

**\*\*\* END OF SECTION D \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART I - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
E.1	INSPECTION AND ACCEPTANCE	21

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART 1 - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

- E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.  
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink and select “OK.”)**

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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION F**

**PERFORMANCE AND DELIVERABLES**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
F.1	TERM OF CONTRACT	23
F.2	OPTION TO EXTEND TERM OF CONTRACT	23
F.2	DELIVERABLES	23

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION F: PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The Term of the Contract shall be for a Period of Performance (POP) for One (1) Year from Date of Award with Four (4) One Year Option Periods as specified in Sections B.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The District may 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 Contracting Officer prior to the expiration of the Contract.

F.2.2 If the District exercises this Option, the extended Contract shall be considered to include this Option provision.

F.2.3 The price for the Option Period shall be as specified in Section B, Pricing Schedule of this Contract.

**F.3 DELIVERABLES**

F.3.1 The Contractor shall perform the Evidence-Based Supported Employment Services to the Consumers of the Department of Mental Health as required in Section C to successfully complete the District's requirements and submit each deliverable to the **Contracting Officer's Technical Representative (COTR)** identified in Section G.9.2 in accordance with the requirements described in Schedule C.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, Final Payment to the Contractor shall not be paid pursuant to section G.3.2.

**\*\*\*END OF SCHEDULE F \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
G.1	eCURA PAYMENT	25
G.2	BILLING AND PAYMENT	25 - 26
G.3	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	26 - 27
G.4	BILLING AND PAYMENT THE NEXT FISCAL YEAR	27
G.5	ASSIGNMENT OF CONTRACT PAYMENTS	27
G.6	QUICK PAYMENT CLAUSE	27 - 28
G.7	DIRECTOR/ACCO	28 - 29
G.8	AUTHORIZED CHANGES BY THE DIRECTOR/ACCO	29
G.9	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	29 - 30

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 eCura PAYMENT**

The District shall make payments to the Contractor upon submissions of Electronic Claims into the eCura system, for Evidence-Based Supportive Employment Services delivered and accepted at the prices stipulated in this Contract, less any discounts, allowances or adjustments provided for in this Contract.

**G.2 BILLING AND PAYMENTS**

**G.2.1 CLAIMS SUBMISSION REQUIREMENTS**

G.2.1.1 All Supported Employment claims must be submitted electronically using the eCura system. Claims for Non-Therapeutic services as defined in G.6.1.12, shall be billed utilizing the H2023 code and Therapeutic services as defined in G.6.1.13 shall be billed utilizing the H2025 code, predicated upon Medicaid approval. Until Medicaid approval has been granted, all claims, both Therapeutic and Non-Therapeutic, shall be submitted using code H2023. The Contractor shall be notified in writing when Medicaid approval has been granted and Contractors shall begin submitting Therapeutic Claims using the H2025 code. eCura's Health Insurance and Portability and Accountability Act (HIPAA 837) file layout is based on QuickLink Statewide Health Network Electronic Media Claims National Standard Format, National Version 02.00, Local Version 02.00. More detailed information on each record type can be found there. Claims must conform to a format that is currently specified, accepted, and supported by DMH consistent with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act (HIPAA).

G.2.1.2 When a specific Supported Employment service is rendered multiple times in a single day, the service must be billed using multiple units rather than as separate line items.

G.2.1.3 The Authorization Plan number produced by eCura must be submitted within the claim. The Authorization Plan number shall be used to evaluate the dates of service, procedure code, and rendering provider on the claim against what was submitted on the authorization plan.

G.2.1.4 Provider shall submit all Supported Employment claims within sixty (60) days from the date the service was rendered.

G.2.1.5 Reimbursement for services provided under this Agreement may be suspended if the Provider fails to submit or make available for inspection any information required in Sections G.2 through G.2.1.13 of this Agreement.

G.2.1.6 Payment from DMH for any Supported Employment Service constitutes payment in full. Provider may not bill the Consumer for any difference between DMH's payment and Provider's charge for the service. Provider may not charge the Consumer any co-

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

payment, cost-sharing or similar charge. Provider may not charge the Consumer any down payment whatsoever.

G.2.1.7 Provider understands and agrees that payments for Supported Employment Services provided pursuant to the Agreement are contingent upon the availability of appropriated funds. If DMH, the Department of Health Care Financing, or the District of Columbia government, disapproves of or ceases to continue funding to DMH for payments due hereunder, the Agreement is terminated as of the date funding expires without notice or further obligation of DMH, except that, as soon as DMH is notified that funding shall cease, DMH shall immediately provide written notice to Provider.

G.2.1.8 Provider shall prepare and provide proper clinical documentation in accordance with applicable District and federal laws and regulations for all Consumer records to justify Supported Employment claims.

G.2.1.9 DMH shall not make reimbursement to the provider in excess of the total amount available on the Provider's Purchase Order, unless such reimbursement is required under applicable law.

G.2.1.10 Supported Employment Providers with a Contract with RSA shall seek reimbursement from RSA for the following services provided to consumers enrolled with RSA:

- (a) Job-Development and
- (b) Time-limited Job Coaching

These claims shall not be billed under H2025 and shall not be reimbursed by DMH.

G.2.1.11 All services not reimbursed by RSA shall be billed under the Therapeutic and Non-Therapeutic Supported Employment Services and in accordance with subsections G.6.1.12 and G.6.1.13.

G.2.1.12 The following Supported Employment Services shall be billed as Non-Therapeutic:

- (a) Intake
- (b) Job Club
- (c) Job Development

G.2.1.13 The following Supported Employment Services shall be billed as Therapeutic:

- (a) Assessment
- (b) Treatment Team Coordination
- (c) Benefits Counseling
- (d) Job Coaching
- (e) Follow-along

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

Shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of Contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to submit Electronic Claims into the eCura system. Where such an assignment has been made, the eCura Claim 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 and address of assignee)*

**G.6 QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties Contractors**

G.6.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 SUBCONTRACTOR REQUIREMENTS**

The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**G.7 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF  
CONTRACTING OFFICER (DIRECTOR/ACCO)**

Contracts shall be entered into and signed on behalf of the DMH only by the DMH Director/ACCO. The contact information for the DMH Director/ACCO is as follows:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
609 H Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO**

G.8.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, 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.9 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.9.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.9.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

G.9.1.4 Reviewing and approving eCura Claim submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of Claims in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

**G.9.2 The address and telephone number of the COTR is:**

Mr. Stephen Baker  
DMH Programs and Policy Office  
609 H Street, NE - 5<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-673-7597  
Fax: 202-671-2971  
E-mail: [steven.baker@dc.gov](mailto:steven.baker@dc.gov)

G.9.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the Period of Performance; or
6. Authorize the use of District property, except as specified under the Contract.

G.9.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\*\*\* END OF SECTION G \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
H.1	LIQUIDATED DAMAGES	32
H.2	HIRING OF DC RESIDENTS AS APPRENTICE AND TRAINEES	32
H.3	DEPARTMENT OF LABOR WAGE DETERMINATIONS	32 - 33
H.4	PUBLICITY	33
H.5	FREEDOM OF INFORMATION ACT	33
H.6	51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	33 - 35
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended	35
H.8	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	35
H.9	WAY TO WORK AMENDMENT ACT OF 2006	35 - 37
H.10	SUB CONTRACTING REQUIREMENTS	37 - 39

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**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 scheduled meeting and a Notice to Cure document with a cure period of Not-to-Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contract and Procurement/Agency Chief Contracting Officer shall be in an amount of \$250.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under the Contract.

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. In addition, 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.2.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2081, dated 09/01/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the Director/ACCO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.4 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

**H.5 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for information, the Contractor shall immediately send the request to the COTR who shall provide the request to the FOIA Officer for the DMH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DMH with programmatic responsibility receives a request for a record maintained by the Contractor, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the DMH with programmatic responsibility shall determine the release ability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.6.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:
- (1) The First Source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
  - (2) The First Source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

H.6.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.6.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.6.5 The submission of the Contractor’s Final Request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.6.6 The Director/ACCO may waive the provisions of section H.5.4 if the Director/ACCO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William,

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.6.7 Upon receipt of the Contractor’s Final Payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination, forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through the imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contracts Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this section H.5.8.

H.6.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C § 794 *et seq.*

**H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this Contract, the Contractor and of its subcontractors shall comply with ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

H.9.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.3 The Contractor shall include in any subcontracts for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and sub contractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more, a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6 The Contractor shall maintain its Payroll Records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.10 SUBCONTRACTING REQUIREMENTS**

**H.10.1 MANDATORY SUBCONTRACTING REQUIREMENTS**

H.10.1.1 A Prospective Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror Fails to submit a subcontracting plan that is required by law. For Contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with section H.9.1.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.10.2 SUBCONTRACTING PLAN**

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of section H.9.1. The Prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1 Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2 Statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3 Names and addresses of all proposed subcontractors who are SBEs or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.10.2.4 Name of the individual employed by the Prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5 Description of the efforts the Prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.10.2.7 Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan;
- H.10.2.8 List of the type of records the Prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the Prime Contractor shall make each record available for review upon the District's request; and
- H.10.2.9 Description of the Prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.10.3 SUBCONTRACTING PLAN COMPLIANCE REPORTING**

If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the Contract, a

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

H.10.3.1 The dollar amount of the Contract or Procurement:

H.10.3.2 Brief description of the goods procured or the services contract for;

H.10.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.10.3.4 Whether the subcontractor to the Contract are currently certified business enterprises;

H.10.3.5 Dollar percentage of the Contracts awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.10.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.10.3.7 Description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 SUBCONTRACTOR STANDARDS

H.10.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.10.5.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the contracts, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**\*\*\* END OF SECTION H \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART II: CONTRACT CLAUSES**

**SECTION I – CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
I (1 THROUGH 12)	CONTACT CLAUSES	41 - 47

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (“SCP”) are incorporated as part of the Contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), Click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions” – “Supplies and Services The Standard Provisions can also be retrieved at: [http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf). (Right Click on link and select “Open Hyperlink.”)

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or Consumer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclosed any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in a number of days, shall include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 RIGHTS IN DATA**

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I-5.6 are of no effect unless

- (i) The data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I-5.9 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Director/ACCO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall this Clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I-5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code, the reasonable cost of making each copy.

- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**I.6 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.7 SUBCONTRACTORS**

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

**I.8 INSURANCE**

- A. GENERAL REQUIREMENTS – The Contractor shall procure and maintain, during the entire Period of Performance (POP) under Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/ACCO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Director/ACCO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Director/ACCO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance - The Contractor shall provide evidence satisfactory to the Director/ACCO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contracts.
  2. Automobile Liability Insurance - The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance - The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.
  4. Employer's Liability Insurance - The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- B. **DURATION** - The Contractor shall carry all required insurance until all Contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- C. **LIABILITY-** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY -** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to, tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT -** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- F. **NOTIFICATION -** The Contractor shall immediately provide the Director/ACCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Director/ACCO
- G. **CERTIFICATES OF INSURANCE –** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
609 H Street, NE - 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

- H. **DISCLOSURE OF INFORMATION -** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

**I.9 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 J.3. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any Contract in excess of \$1,000,000 shall not be binding to give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Director/ACCO.

**I.11 GOVERNING LAW**

This Contract, and any disputes arising out of or related to this Contract, shall be governed by and construed in accordance with the laws of the District of Columbia.

**I.12 ORDER OF PRECEDENCE**

The Contract awarded as a result of the RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents that are incorporated into this contract by reference and made a part of the Contract in the following order of precedence:

- (1) Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) (if appropriate)
- (2) Wage Determination
- (3) Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- (4) Sections A through J of this Contract Number **RM-12-RFP-058-BY4-TLW**
- (5) Best and Final Offer (BAFO)
- (6) Request for Proposal Submission dated **FRIDAY, APRIL 27, 2012**
- (7) Request for Proposal

**\*\*\* END OF SECTION I \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached)
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Reserved
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached)
<b>J.7</b>	Tax Certification Affidavit (Separately Attached)
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

**\*\*\* END OF SECTION J \*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF THE OFFERORS**

Bidder/Offer Certification Form (J.8)

Available at [www.ocp.dc.gov](http://www.ocp.dc.gov) . Click on "Solicitation Attachments"

**\*\*\*END OF SECTION K\*\*\***

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART IV: REPRESENTATIVES AND INSTRUCTIONS**

**SECTION L: INSTRUCTIONS, CONDITIONS & NOTICES TO THE  
CONTRACTORS**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
L.1	CONTRACT AWARD	51
L.2	PROPOSAL, ORGANIZATION AND CONTENT	51 – 52
L.3	RESERVED	52
L.4	PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICAITON OF PROPOSAL AND LATE PROPOSAL	52
L.5	EXPLANATION TO PROSPECTIVE OFFERORS	53
L.6	RESTRICTION ON DISCLOSURE AND USE OF DATA	53
L.7	PROPOSALS WITH OPTION YEARS	54
L.8	SIGNING OF OFFERS	54
L.9	PROPOSAL PROTESTS	54
L.10	UNNECESSARILY ELABORATE PROPOSALS	54
L.11	RETENTION OF PROPOSAL	55
L.12	PROPOSAL COSTS	55
L.13	CERTIFICATES OF INSURANCE	55
L.14	ACKNOWLEDGEMENT OF AMENDMENTS	55
L.15	BEST AND FINAL OFFERS	55
L.16	LEGAL STATUS OFFEROR	56
L.17	FAMILIARIZATION WITH CONDITIONS	56

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**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 Multiple Labor Hour Contracts resulting from this solicitation to the Responsive and Responsible Offerors whose offers conform to the solicitation in a manner that is 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 ORGANIZATION AND CONTENT**

One original and Three (3) copies of the written Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". All Technical Proposals shall be placed into an envelope and sealed with "Technical Proposal" marked on the envelope. All Price Proposals shall be placed in another separate envelope and sealed with "Price Proposal" marked on the envelope. These two envelopes shall be placed into a larger envelope, sealed and conspicuously marked: "**Proposal in Response to Solicitation No.-RM-12-RFP-058-BY4-TLW and**" *include your company's name*". Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or Bound. The Technical Proposal submitted shall not Exceed the maximum of twenty (20) pages, additional pages only for Price Proposal and supporting documentation. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and Telegraphic Proposals or Electronic Faxes Shall NOT be accepted.**

The Prospective Contractor shall respond to each factor in a way that shall allow the District to determine the best and reasonable value selection of the Prospective Contactor's response. The Prospective Contractor 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 the 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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

5. Past Performance

**L.3 RESERVED**

**L.4 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.4.1 Proposals must be submitted **No Later Than 2:00 P.M. EST ON FRIDAY, APRIL 27, 2012.** 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 Director/ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

L.4.2 **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 **Prospective Offeror** can furnish evidence from the postal authorities of timely mailing.

L.4.3 **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.4.4 **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 Contract.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a Prospective Contractor has any questions relative to this Contract, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions **No-Later-Than Seven (7)** Calendar Days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than **Seven (7)** Calendar Days before the date set for submission of the Proposal. The District shall furnish responses promptly to all other Prospective Contractors. 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 Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

**Correspondence or inquiries to this solicitation or any modifications shall be addressed ONLY to:**

Samuel J. Feinberg, CCPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
609 H Street, NE, - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188 / Fax: 202-671-3395  
samuel.feinberg@dc.gov

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.6.1 Offerors who include in their Proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

*If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District 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 right to use, without restriction, information contained in the Proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)”.*

L.6.2 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*

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**L.7. PROPOSALS WITH OPTION YEARS**

RESERVED

**L.8 SIGNING OF OFFERS**

The Offeror shall sign the original Technical and Price Proposal Submissions in **BLUE INK** and print or type the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one (1) of this solicitation. The Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, or a submission with either an electronic signature, signature stamp, a color copy of a signature or, anything other than an original signature **in Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature (e.g. Section K.3 – Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement) only an original signature by an authorized negotiator, **in Blue Ink** shall be accepted by DMH. 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 Director/ACCO.

**L.9 PROPOSAL PROTESTS**

Any actual or prospective 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 at the time set for receipt of initial Proposals shall be filed with the Board 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 the 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, 7441 4<sup>th</sup> Street, NW, Suite 350N Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.10 NECESSARILY 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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**L.11 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.12 PROPOSAL COSTS**

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

**L.13 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contactor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

Samuel J. Feinberg, CCPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
609 H Street, NE, - 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188 / Fax: 202-671-3395  
samuel.feinberg@dc.gov

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of offers. An Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.15 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be provided an opportunity to submit written Best and Final Offers at the designated date and time. Best and Final Offers (BAFO) 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 Director/ACCO determines that it is clearly in the District'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 Director/ACCO shall issue an additional request for Best and Final Offers to all Offerors still within the competitive range.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.16.1 Name, address, telephone number, federal tax identification number of Offeror;
- L.16.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. In addition, this mandate requires the Offeror to provide copy of the executed "Clean Hands Certification" that is referenced in DC Official Code § 477-2862, if the Offeror is required by law to make such certification. 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.16.3 If the Offeror is a partnership or joint venture, names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**PART IV: REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M: EVALUATION FACTORS FOR AWARD**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO..</b>
M.1	EVALUATION FOR AWARD	58
M.2	TECHNCIAL RATING	58 - 59
M.3	TECHNICAL CRITERIA	59 - 61
M.4	EVALUATION OF OPTION YEARS	61
M.5	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	61 - 63
M.6	EVALUATION OF PROMPT PAYMENT DISCOUNT	63

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the Responsive and Responsible Offerors whose offers are the 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**

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; No deficiencies
4	Good	Meets requirements; and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The Technical Rating is a weighing mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s Total Technical Score shall be determined by adding the Offeror’s score in each Evaluation Factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good”, then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror’s Total Technical Score shall be determined by adding the Offeror’s score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good” for the first sub-factor and “poor” for the second sub-

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

The Total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 TECHNICAL CRITERIA**

**A. EVALUATION FACTOR: TECHNICAL UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH (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 or 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 20 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 (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;

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

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 (15 Points)**

Demonstrate how a variety of sources, including but not limited to, consumer satisfaction surveys, community service review results, routine oversight and monitoring activities shall be used to monitor consumer satisfaction and overall program effectiveness.

**D. EVALUATION FACTOR: PERSONNEL (15 Points)**

1. 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.
2. Staff demonstrates the expertise and qualifications to successfully accomplish the requirements outlined in Section C.
3. Provide Resumes of Program Administrator, Supported Employment Manager/Supervisors and Employment Specialists

**E. PAST PERFORMANCE CRITERIA (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.3.2 MAXIMUM POINTS (100 Points)**

This Contract shall have a Firm Fixed Unit Price 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

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

the District of Columbia Municipal Regulations with the addition of Chapter 51 entitled “Supported Employment Program – Reimbursement. The District intends to make multiple awards under this solicitation.

The Contractor shall indicate the maximum service capacity in fifteen (15) minute Intervals at a rate of \$16.25 per fifteen (15) minute interval for a Period of Performance of One Year from Date of Award and for Four (4) One (1) Year Option Periods

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2  
(12 Points Maximum)**

**M.3.4 TOTAL MAXIMUM POINTS (112 Points - Total Maximum)**

**M.4 EVALUATION OF OPTION YEARS**

RESERVED

**M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local and Disadvantages Business Enterprise Development and Assistance Act of 2005” as amended, D.C. Official code §2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing or local with a principal office in an enterprise zone of the District of Columbia.

**M.5.1 APPLICATION OF PREFERENCES**

For evaluation purposes, the allowable preferences under the ACT for this procurement shall be applicable to Prime Contractors as follows:

M.5.1.1 Any Prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three (3) points on a one hundred (100) point scale added to the overall score for Proposals submitted by the SBE in response to the Request for Proposal (RFP).

M.5.1.2 Any Prime Contractor that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of five (5) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any Prime Contractor that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of five (5) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the LRB in response to this RFP

M.5.1.4 Any Prime Contractor that is a local business enterprise (LBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the LBE in response to this RFP.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

- M.5.1.5 Any Prime Contractor that is a local business enterprise (LBE) with its principal offices located in an disadvantaged enterprise zone (DZE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the DZE in response to this RFP.
- M.5.1.6 Any Prime Contractor that is a disadvantage business enterprise (DBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the DBE in response to this RFP.
- M.5.1.7 Any Prime Contractor that is a veteran-owned local business enterprise (VOB) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the VOB in response to this RFP.
- M.5.1.8 Any Prime Contractor that is a local manufacturing business enterprise (LMBE) certified by the DSLBD shall receive the addition of two (2) points on a one hundred (100)-point scale added to the overall score for Proposals submitted by the LMBE in response to this RFP.

**M.5.2 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the ACT is the equivalent of twelve (12) points on a one hundred (100)-point scale for Proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the Prime Contractor with certified business enterprises.

**M.5.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

When DSLBD certifies a joint venture, the certified joint venture shall receive preferences as a Prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

- M.5.4.1 Any Offeror seeking to receive preferences on this solicitation must be certified at the time of submission of its Proposal. The Director/ACCO will verify the Offeror's certification with DSLBD and the Offeror should not submit with its Proposal any documentation regarding its certification as a certified business enterprise.

**EVIDENCE-BASED SUPPORTED EMPLOYMENT SERVICES  
RM-12-RFP-058-BY4-TLW**

M.5.4.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW – Suite 970N  
Washington, DC 20001

M.5.4.3 All Offerors are encouraged to contact DSLBD at 202-727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the owner.

M.6.2 In connection with any discount offered, time shall be computed from the Date of Delivery of the supplies to carrier when delivery and acceptance are at Point of Origin, or from Date of Delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than Date of Delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

**\*\*\*END OF M\*\*\***