

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia	1. Caption	Page of Pages	
	Core Consultative Examination Provider(s) for DDD	1	71

2. Contract Number	3. Solicitation Number DCJM-2013-R-0008	4. Type of Solicitation <input type="checkbox"/> Sealed Bids (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency <input type="checkbox"/> Human Care Agreement	5. Date Issued 12/20/2012	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Subcontracting Set-aside
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7. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 15 th Street, NW 4 th Floor Washington, DC 20005-2720	8. Address Offer to: Same as block 9
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NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and THREE copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to 1125 15th Street, NW 2nd FI Mailroom until 4:00 p.m. local time January 22, 2013

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Monica Brown	B. Telephone			C. E-mail Address Monica.Brown4@dc.gov
	(Area Code) 202	(Number) 730-1861	(Ext)		

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area) (Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

19 Accepted as to Items numbered	20. Amount	21 Accounting and Appropriation
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22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia, Department on Disability Services, Office of Contracts and Procurement, on behalf of the Disability Determination Division (DDD) (the “District”) is seeking one or more contractors to serve as core consultative examination providers to review medical records of clients currently receiving social security disability or applying for a disability determination.

B.2 The District contemplates award of one or more indefinite delivery indefinite quantity (IDIQ) contracts. The number of contracts awarded will be determined based on successful offeror(s)’ demonstrated client capacity.

B.3 PRICE SCHEDULE

Medicare 2013 Fee Schedule			
SERVICE	DDS CODE	CPT CODE	FEE-2013 Based on (100% of Medicare)
Evidence of Record - Photocopy			\$13.65
Evidence of Record - Abstract & Physical			\$31.85
Evidence of Record - Abstract & Evaluation			\$23.66
Psychological Supplemental Testing		96101	\$23.50 per 1/4 hr up to \$94.00
Specialty Exam - Internal Medicine	A100	99204	\$170.17
General Medical Exam (Screening)	A110	99203	\$111.93
Specialty Exam - Pediatric	A120	99204	\$170.17
Speech Evaluation-Non Participating	A130	92506	178.41
Speech & Language Evaluation	A130	92506	\$161.98
Specialty Exam - Musculoskeletal	A140	99204	\$170.17
Specialty Exam - Orthopedic	A140	99204	\$170.17
Specialty Exam - Rheumatology	A150	99204	\$171.17
Specialty Exam - Ophthalmology	A160	99204	\$170.17
Specialty Exam - Optometrist	A165	92002	\$84.63
Specialty Exam - Otorhinolaryngology (ENT)	A170	99204	\$170.17
Specialty Exam - Cardiology	A180	99204	\$170.17
Specialty Exam - Cardiology Screening Exam	A185/B205	99202	\$77.35

Medicare 2013 Fee Schedule			
SERVICE	DDS CODE	CPT CODE	FEE-2013 Based on (100% of Medicare)
Specialty Exam - Vascular Surgery	A190	99204	\$170.17
Specialty Exam - Gastroenterology	A200	99204	\$170.17
Specialty Exam - Urology	A210	99204	\$170.17
Specialty Exam - Dermatology	A220	99204	\$170.17
Specialty Exam - Neurology	A230	99204	\$170.17
Specialty Exam - Neurosurgery	A240	99204	\$170.17
Visual - Visual Field Testing	B100	92083	\$96.46
Visual - Humphrey VTAP 30-2	B110	92083	\$96.46
Audiology Evaluation	B120	92557	\$41.86
Tympanogram	B125	92567	\$16.38
Caloric Vestibular Test	B127	92543	\$87.36
Pulmonary - PFS	B130	94010	\$39.13
Pulmonary - PFS w/bronchodilators	B140	94060	\$66.43
DLCO	B160	94729 (94720)	\$58.24
Lab - Arterial Blood Gas Studies, Resting	B180	82803	\$27.30
Cardiac - ECG	B200	93000	\$20.93
Cardiac - ETT/Treadmill	B210	93015	\$94.64
Cardiac - 2-D Echocardiogram	B215	93307	\$142.87
Vascular - Doppler (resting)	B220	93922	\$112.84
Vascular - Doppler (with exercise)	B230	93924	\$220.22
Doppler (resting) with toe pressures	B240	93922	\$112.84
Broken appt. - Psychiatric Exam - adult	BRKNAPSY		\$40.04
Broken appt. - Audiology Eval. (independent of ENT exam)	BRKNAUD		\$10.92
Broken appt. - Psychiatric Exam - child	BRKNCHPSY		\$43.68
Broken appt. - Doppler - resting	BRKNDOP		\$30.03
Broken appt. - ECHO	BRKNECHO		\$40.04
Broken appt. - ETT	BRKNETT		\$24.57
Broken appt. - General Medical Exam	BRKNGEN		\$27.30

Medicare 2013 Fee Schedule			
SERVICE	DDS CODE	CPT CODE	FEE-2013 Based on (100% of Medicare)
Broken appt. - Optometrist	BRKNOPTMRY		\$20.02
Broken appt. - PHD Exam w/testing adult	BRKNPHDA		\$53.69
Broken appt. - PHD Exam w/testing child	BRKNPHDC		\$53.69
Broken appt. - Phd Exam (mental status only) adult	BRKNPHDMSEADULT		\$30.03
Broken appt. - PHD Exam (mental status only) child	BRKNPHDMSECHILD		\$30.03
Broken appt. - Specialty Exam	BRKNSPEC		\$41.86
Broken appt. - Speech & Language Eval.	BRKNSLP		\$44.59
Broken appt. - Visual Field Examination	BRKVISFLD		\$22.75
X-ray - ankle, two views	C100/C110	73600	\$24.57
X-ray - chest, single view, frontal	C130	71010	\$26.39
X-ray - chest, two views, frontal & lateral	C140	71020	\$33.67
X-ray - elbow, two views	C150/C160	73070	\$31.85
X-ray - femur, two views	C180/C190	73550	\$31.85
X-ray - foot, two views	C210/C220	73620	\$30.94
X-ray - forearm, two views	C240/C250	73090	\$30.94
X-ray - hand, two views	C270/C280	73120	\$30.94
X-ray - hip, one view	C300/C310	73500	\$30.94
X-ray - both hips & pelvis, multiple positions	C330	73520	\$45.50
X-ray - humerus, minimum two views	C340/C350	73060	\$32.76
X-ray - knee, one or two views	C380/C390	73560	\$34.58
X-ray - pelvis, one or two views	C420	72170	\$30.03
X-ray - sacroiliac joints, less than three views	C440	72200	\$33.67
X-ray - shoulder, one view	C450/C460	73020	\$26.39
X-ray - spine, cervical, two or three views	C480	72040	\$44.59
X-ray - spine, lumbosacral, two or three views	C490	72100	\$40.95
X-ray - spine, thoracic, two views	C500	72070	\$39.31

Medicare 2013 Fee Schedule			
SERVICE	DDS CODE	CPT CODE	FEE-2013 Based on (100% of Medicare)
X-ray - tibia and fibula, two views	C520/C530	73590	\$30.94
X-ray - wrist, two views	C550/C560	73100	\$35.49
Lab - CBC w/differential	D110	85025	\$11.83
Lab - Drug Screen; multiple drug classes	D125	80100	\$20.93
Lab - HCT	D130	85014	\$3.64
Lab - Hemoglobin	D135	85018	\$3.64
Lab - Hemoglobin Electrophoresis	D137	83020	\$15.47
Reticulocyte count automated	D136	85045	\$6.37
Lab - Hepatic Function Panel (liver function studies)	D140	80076	\$11.83
Lab - Phenobarbital	D170	80184	\$16.38
Lab - Platelet Count, Automated	D180	85049	\$6.37
Lab - Prothrombin Time	D190	85610	\$5.46
Sed rate automated	D200	85652	\$4.55
Lab - Albumin, Serum	D210	82040	\$6.37
Lab - Bilirubin, Total	D220	82247	\$7.28
Lab - Creatinine, Blood	D230	82565	\$7.28
Lab - Dilantin, Serum	D240	80185	\$19.11
Lab - SMA-12	D245	80053	\$15.47
Lab - Tegretol (Carbamazepine assay, total)	D247	80156	\$20.93
Lab - Transferase (SGPT/ALT)	D250	84460	\$7.28
Lab - Transferase (SGOT/AST)	D260	84450	\$7.28
Lab - Valproic Acid	D270	80164	\$19.11
Lab - Depakote	D271	80164	\$19.11
Specialty Exam - Psychiatric Eval. & ADL - child	E100	90802	\$174.72
Specialty Exam - Psychiatric Eval. & ADL - adult	F100	90801	\$160.16
Specialty Exam - Psychological Eval. w/ ADL & MSE	H110	96101	\$213.85 (\$94.00 per hr)
Wechsler Memory Scale IV	H120	96101	\$128.31 (\$23.50 per 1/4 hr)
WAIS		96101	70.98
WISC		96101	70.98
Wippsi		96101	70.98

Medicare 2013 Fee Schedule			
SERVICE	DDS CODE	CPT CODE	FEE-2013 Based on (100% of Medicare)
Bayley's		96101	70.98
Personality Evaluation	H140	96101	\$85.54 (\$94.00 per hour)
Comprehensive Mental Status Evaluation (PhD)	H240	96116	\$25.75 per 1/4 hr up to \$128.75
Specialty Exam - Neuropsychological	H250	96118	\$585.13 (\$107.00 per hr)
Home Visit	I100		\$31.85
Treating Physician Exam	I110	99214	\$111.02

Offeror's shall propose a fee based on an across the board percentage increase from the federal Medicare rates listed above to establish the District of Columbia DDD fixed fee schedule for each service.

Fee: _____

The Offeror must enter the number of consultative examinations that it proposes to conduct per year, up to a maximum of 3,900, based upon capacity.

Number of CEs: _____

- B.4** The Contractor agrees to accept payment as set forth in this Section B as the sole and complete payment for the services provided under this Contract and shall not charge clients or other third party insurers, including but not limited to governmental sources (such as Medicare or Medicaid) for any services rendered.
- B.5** The District reserves the right to revise the payment schedule pursuant to federal regulations. See Applicable Document 3.
- B.6** Offeror's price proposal will be evaluated based on the proposed fee over the federal Medicare schedule rates shown above that shall be paid to the direct service provider. The accepted fee will be reported to the Social Security Administration as the rate for services established in the District.
- B.7** An 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.

SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

C.1.1 The Department on Disability Services (DDS), Disability Determination Division (DDD) (District) orders approximately 3,900 Consultative Examinations (CE) and reviews more than 2,400 medical records annually. DDD requires the services of one or more core consultative examination providers (Contractor) who have the capacity, through subcontracts or business agreements, to assemble a prescribed panel of Physicians/ Psychologists that meet all Federal, State, and Local, Medical/Psychiatric/ Psychological Standards, Practices, and Licensure requirements.

C.1.2 The client population consists of Disability Claimants that are residents of the District of Columbia and/or surrounding jurisdictions who apply for or already receiving disability benefits under Title II or Title XVI of the Social Security Act. Age of applicants ranges from birth to 65 years of age.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date	Location
1	Public Law	TITLE II—FEDERAL OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE BENEFITS	Mar 28, 2011 or most current	http://www.ssa.gov/OP/OPHome/ssact/title02/0200.htm
2	Public Law	TITLE XVI—SUPPLEMENTAL SECURITY INCOME FOR THE AGED, BLIND, AND DISABLED ¹	Mar 28, 2011 or most current	http://www.ssa.gov/OP/OPHome/ssact/title16b/1600.htm
3	Federal Government Website	Centers for Medicare & Medicaid Services Fee Schedules –General Information	Last Modified 03/14/2012 4:09PM	http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 Disability –Under the Social Security Act, disability is defined as the inability to engage in substantial gainful activity because of any medically determinable physical or mental impairment expected to last 12 months or result in death.

- C.3.2** “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons, under federal or state laws. Confidential Information includes, but is not limited to, Personal Information. “Contract” or “Agreement” means the entire written agreement between the District and the Prime Contractor (CE Consultative Exam Provider), including any Exhibits, documents, or materials incorporated by reference.
- C.3.3** “Contract” or “Agreement” means the entire written agreement between the District and the Prime Contractor (CE Consultative Exam Provider), including any Exhibits, documents, or materials incorporated by reference.
- C.3.4** “Contractor” means the individual or entity entering into the contract to provide services pursuant to this Contract and includes the Contractor’s owners, members, officers, directors, partners, employees or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, directors, partners, employees or agents.
- C.3.5** “Core Consultative Exam (CE) Provider” means the prime contractor through whom all DDD referrals will be made. The Core CE Provider will schedule referrals for the requested services, ensure services are provided through its network of qualified providers through provider agreements or subcontracts, and invoice DDD for the services provided.
- C.3.6** “Debarment” means an action taken by a Federal or District agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- C.3.7** “District” means the Disability Determination Division for the District of Columbia (DDD-DC) its employees and authorized agents.
- C.3.8** “Encrypt” means to encipher or encode electronic data using software that generates a minimum key length of 128 bits.
- C.3.9** “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- C.3.10** “Physically Secure” means that access is restricted through physical means to authorized individuals only.
- C.3.11** “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- C.3.12** “Secured Area” means an area to which only authorized representatives of the entity possessing Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- C.3.13** “Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- C.3.14** “Transport” means the movement of Confidential Information from one entity to another, or within an entity, that (1) places the Confidential Information outside of a Secured Area or system (such as a local area network) and (2) is accomplished other than via a Trusted System.
- C.3.15** “Trusted Systems” include only the following methods of examination reports submission: (1) Via ERE (Electronic Record Express) which will be the primary and acceptable way to transmit CE’s and Diagnosis (2) In the event of a system (ERE) failure or malfunction the DDD – has dedicated fax servers that will act as the transmission source until the ERE system is restored/repared. Any other method of submission will not be deemed a Trusted System.
- C.3.16** “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

DEFINITIONS SPECIFIC TO SPECIAL TERMS

- C.3.17** “Abuse and Neglect of Client” means mental or physical injury including, but not limited to, sexual abuse, abandonment, financial exploitation, negligent treatment or maltreatment of a client by any person under circumstances that indicate that the client’s health, welfare or safety is likely to be harmed.
- C.3.18** “Cardiac Evaluation” means a face-to-face physical examination performed to assess for current cardiac functioning under accepted medical practices. Specific examining procedures and observations for all cardiac conditions should address the specific impairments to include a diagnosis when applicable.
- C.3.19** “CE Report” means Consultative Examination Report.
- C.3.20** “Current Procedural Terminology” or “CPT” means a set of codes developed by the American Medical Association that DDD staff shall use in identifying services to be provided to DDD Clients, and for reimbursement for services provided by professional providers.
- C.3.21** “Culturally Appropriate” means responsive to a DDD Client’s cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
- C.3.22** “Diagnostic and Statistical Manual for Mental Disorder” or “DSM” means the latest edition of the manual published by the American Psychiatric Association that establishes diagnostic criteria, including description, diagnosis, treatment, and research findings for the most common mental disorders.

- C.3.23** “Diagnostic Interview Examination” means the face-to-face interview, conducted by a psychiatrist whose focus is to discover the DDD Client’s main complaint, elicited in sufficient detail to permit a comprehensive understanding of the diagnoses as directed by the DSM.
- C.3.24** “The Diagnostic Interview Examination provides the Contractor with a sample of the DDD – Client’s interpersonal behavior and emotional processes that can either support or qualify diagnostic inferences from the history and examination, and can also aid in prognosis.
- C.3.25** “Mandatory Reporter” means an employee of Public/Private Schools; law enforcement officer; social worker; professional school personnel; individual provider; an employee of a facility; an operator of a facility; an employee of a social service, welfare, mental health, adult day health, adult day care, home health, home care, or hospice agency; county coroner or medical examiner; Christian Science practitioner; or health care provider.
- C.3.26** “Mandatory Reporting” means the required reporting by a mandatory reporter or practitioner of suspected abuse of a child or vulnerable adult as listed in State Statutes for District of Columbia.
- C.3.27** “Mental Health Disorder” means any mental illness or disorder as identified and described in the DSM.
- C.3.28** “Psychiatrist, MD or DO” means a medical doctor or osteopathic physician who is licensed in the District of Columbia, or in the state where the service takes place, and who also has training and experience in psychiatry.
- C.3.29** LEP (Limited English Proficiency) DDD – Client” means a DDD – Client who also has a limited ability or an inability to speak, read, or write the English language well enough to understand and communicate effectively, or is deaf, deaf-blind, and hard-of-hearing.
- C.3.30** “DDD – Client” means a person, who has applied for disability benefits under Social Security Disability Insurance and/or Supplemental Security Income rules and regulations, for whom the DDD – staff has authorized specific services.
- C.3.31** “Interpreter” means a person who speaks English and another language fluently or signs American Sign Language fluently on behalf of another person. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively. An interpreter enables clients and medical/health care providers to communicate effectively with each other.
- C.3.32** “Neurological Evaluation” means a face-to-face physical examination performed to assess for current neurological functioning under accepted medical practices. Specific examining procedures and observations for neurological problems should address the specific impairments to include applicable diagnosis.
- C.3.33** “Orthopedic Evaluation” means a face-to-face physical examination performed to assess for current physical functioning under accepted medical practices. Specific examining

procedures and observations for orthopedic problems should address the specific impairments to include applicable diagnosis.

C.3.34 “Physical Disability Evaluation” means a face-to-face physical examination performed to assess for current physical functioning under accepted medical practices. Specific examining procedures and observations should address the specific alleged impairments to include applicable diagnosis.

C.3.35 Respiratory Evaluation” means a face-to-face physical examination performed to assess for current pulmonary functioning under accepted medical practices. Specific examining procedures and observations for all pulmonary conditions should address the specific impairments to include applicable diagnosis.

C.3.36 Rheumatology Evaluation” means a face-to-face physical examination performed to assess for current physical functioning under accepted medical practices. Specific examining procedures and observations for rheumatology should address the specific impairments to include applicable diagnosis.

C.4 BACKGROUND

C.4.1 The determination of disability under Social Security laws and regulations is a process requiring team participation by an examiner and a medical consultant, both trained in the disability process. The Medical Consultant(s) and Disability Examiner(s) provide expertise in defining and assessing the severity of the impairment, based in part on the professional medical reports provided by CE (Consultative Examination) Providers. The CE reports are critical tools that play a major role in the ability of the DDD to make rational, accurate, fair, and timely Medical Determinations relative to Disability Claims filed by members of the disabled community of the District of Columbia. Hence, the importance of the CE Providers and their submitted reports are a direct impact on the DDD, being able to provide exceptional service for the disabled community, while also providing the expected stewardship for all of the residents of the District of Columbia.

C.4.2 The 1980 and 1984 amendments to the Social Security Act Established disability claims accuracy and processing time standards as indicators of the state agency performance. The legislation also provides for Federal Intervention if a state agency fails to meet established claims accuracy threshold levels for two consecutive calendar quarters and for termination of continued state participation in the disability program if all efforts to help the state achieve an acceptable level of performance fail. Therefore, maintaining an acceptable level of disability claims accuracy is vital to the continuance of the District’s participation in the Social Security Disability program.

C.4.3 The District provides medical determinations for over 13,000 disability cases per year including those cases processed for surrounding jurisdictions. Currently CE services are

provided by individual CE physicians located in the District. This Contract would provide a vehicle for establishing a panel of physicians whereby the business process of referring clients and receiving reports will become more efficient. This Contract will also provide an opportunity to identify a broader number of participating medical professionals in the various disciplines required.

C.5 REQUIREMENTS

C.5.1 Examination Scheduling/Appointments:

Upon receipt of a telephonic request for services from the District and acceptance to provide the services by the Contractor, the Contractor shall schedule CE appointments as follows:

- C.5.1.1** Schedule all physical examination appointments to allow adequate time for the Contractor to provide a complete examination according to standard medical practices and adhere to scheduling intervals of at least forty (40) minutes.
- C.5.1.2** Schedule all psychiatric/psychological appointments to allow adequate time for the Contractor to provide a complete examination according to standard psychologist practices and adhere to scheduling intervals of at least sixty (60) minutes. The Contractor shall advise the referring District employee if additional time may be required, depending upon types of psychological tests administered.
- C.5.1.3** Schedule appointments between ten (10) and fourteen (14) days from the day of the referral. In special circumstances, an appointment sooner than 10 days may be requested and agreed upon by the District and the Contractor.
- C.5.1.4** The Contractor shall not reschedule appointments directly with clients. DDD must approve all rescheduled appointments and issue new Examination Authorizations within 7 days from the date notified by the Contractor.
- C.5.1.5** Report all kept/broken/cancelled appointments via Electronic Record Express (ERE) system on the designed form supplied by the District. The aforementioned report(s) must be received by the District completed with the correct demarcation and signed by the authorized provider no later than 24 hours after said appointment(s) or the next business day whichever is applicable (predicated on Weekend Appointments and Holidays).

C.5.2 Examination Parameters:

The Contractor shall adhere to the following guidelines for conducting examinations:

- C.5.2.1** The Contractor shall identify the client by a picture ID, if available, and include a physical description of the client in the CE report.
- C.5.2.2** The Contractor shall action consistent with sound and accepted medical practice when the evidence shows a medical condition that is legally reportable, which could be injurious to

the health and safety of the client or others, or when the client has made a threat against himself/herself or to others.

- C.5.2.3** The Contractor shall immediately report to DDD by telephone any emergency treatment or information provided to the client and specify such in the written report to DDD. The Contractor shall submit the written report to DDD within 24 hours of the occurrence.
- C.5.2.4** The Contractor may exercise the right to refuse to examine a client who is intoxicated, threatening, belligerent, or whom the Contractor determines cannot be examined and report to DDD as instructed in C.5.2.3.
- C.5.2.5** The Contractor shall re-examine a client, without any additional cost to the District, when the District determines that the initial examination is incomplete or inconsistent.
- C.5.2.6** The Contractor shall not recommend treatment, a change in treatment, or prescribe medication nor make direct comment or any other indication as to whether the client is disabled or has a significant medical condition as defined by the Social Security Administration regulations.
- C.5.2.7** The Contractor shall not perform studies (i.e. X-rays, labs, chest X-rays, EMG, ECG, pulmonary function studies, scans) unless they have been specifically authorized by the District in advance. This program emphasizes and evaluates based on function (not diagnosis and treatment).

C.5.3 Evaluation Report Preparation Requirements:

- C.5.3.1** The Contractor shall prepare a narrative report (**the report**) in support of the results of the examination covering the elements identified in the Physical, Psychiatric, and Psychological Disability Evaluation guidelines section and any specialty examination section when required.
- C.5.3.2** The Contractor shall prepare all examination reports in a manner that will meet the requirements for medical documentation of the Social Security disability program.
- C.5.3.3** The Contractor's examination report shall include the client's name, case number, and date of examination on the first page of the typed report. All subsequent pages must contain the client's name and case number and meet the following criteria;
 - C.5.3.3.1** Adequately addresses the allegations for which DDD requested the examination;
 - C.5.3.3.2** Provides legible sufficient evidence and diagnosis to support an adequate basis for a decision regarding impairment;
 - C.5.3.3.3** Is internally consistent; and
 - C.5.3.3.4** Is consistent with other information provided
- C.5.3.4** The Contractor shall maintain information concerning individuals in the strictest confidence and safeguard all information in electronic format or in a hard copy.

C.5.3.5 The Contractor shall not disclose information concerning any examination performed under this contract and shall immediately forward all requests for information concerning an examination done under this contract to the DDD Medical Relations Officer for processing.

C.5.4 Evaluation Report Submission Requirements

Provide a written evaluation report for each client examined, within ten (10) calendar days from the date of the examination.

C.5.4.1 The Contractor shall provide a copy of the report to the referred client and transmit the report to DDD **within (10) ten calendar days after the examinations**, utilizing ERE via Social Security Administration Secure Website (<http://eme.ssa.gov>) or, in **emergency situations, fax.**

C.5.4.2 The Contractor shall personally review each report to ensure it is signed with a legible signature by the medical professional who performed the examination. The doctor's name must be typed at the end of the report. Submitting reports via SSA's Secure Website (ERE), using the "click and sign" feature provides an acceptable electronic signature;

C.5.5 Conduct Examinations Based on Nature of Disability Application and Referral

C.5.5.1 Physical Disability: (Examination(s) with Report and Diagnosis)

- 1) The Contractor shall conduct a face-to-face diagnostic interview to establish a current functional assessment, provide physical diagnosis, and collect data sufficient to permit a case formulation.
- 2) The evaluation shall be based on the requirements found in Section 11, Physical Disability Evaluation Guidelines and Section 12, Specialty Examination, if applicable.

C.5.5.2 Psychological/Psychiatric Disability: (Examination(s) with Report and Diagnosis)

- 1) The Contractor shall conduct a face-to-face diagnostic interview upon request/scheduling to establish a current functional assessment, provide DSM diagnosis, and collect data sufficient to permit a case formulation.
- 2) The Contractor's evaluation shall be based on the requirements found in Section 11 of the Adult Psychological Disability Evaluation Guidelines, or Section 12 for Child Psychological Disability Evaluation Guidelines and Section 13, Specialty Examination, if applicable.
- 3) When necessary, the Contractor shall conduct extensive chart review, over 25 pages, or complete chart review.
- 4) When necessary, the Contractor shall complete the Medical Source Statement of Ability to do Work-Related Activities (Mental) Form.
- 5) The Contractor shall prepare and submit a typed CE Report that includes the medical facts, diagnosis, as well as a medical source statement derived from the examining physician's

findings that describe the individual's ability to function despite his/her impairment;

6) The Contractor shall comply with the detail and format for reporting the results of the Consultative Examination in accordance with the following consultation examination guidelines:

- A) Chief Complaint. State the major or chief complaint(s) alleged as reason for inability to work. Describe how the impairment(s) affect function and daily activities. Clarify functional loss by providing specific examples of capabilities and activities of daily living.
- B) Review of Records. Brief summary or list of background material/medical records received and reviewed.
- C) History. Comment on reliability and consistency of client's reporting.
 - 1) Present illness
 - i. Date of onset of illness or impairment;
 - ii. Progression of symptoms;
 - iii. Treatment and response;
 - iv. Current medications;
 - v. Factors that increase the problem;
 - vi. Factors that provide relief;
 - vii. Brief description of activities of daily living.
 - viii. Diagnosis
 - 2) Past history. Describe other prior illnesses, injuries, operations, or hospitalizations. Give dates of these events.
 - 3) Social history. Include pertinent findings about use of tobacco products, alcohol, non-prescription drugs, etc.
 - 4) Family history (if pertinent)

C.5.5.3 Review of Systems.

The Contractor shall review all body systems. Describe any specific complaints and discuss:

- 1) Other complaints and symptoms the client has experienced relative to the

specific organ systems.

- 2) Pertinent negative findings considered in making differential diagnosis of current illness or in evaluating the severity of the impairment.

C.5.5.4 Physical Examinations:

C.5.5.4.1 THE CONTRACTOR SHALL NOT PERFORM PELVIC or BREAST EXAMINATIONS WITHOUT PRIOR AUTHORIZATION FROM DDD

C.5.5.4.2 The Contractor shall annotate the following in the physical CE:

- 1) **Vital signs.** Blood pressure; Pulse rate; Respiratory rate; Height and weight without shoes.
- 2) **General appearance.** Describe the client's general appearance and pertinent actions during the examination. Comment on ability to dress, undress, get up and down from a chair, on and off exam table. If upper extremities are involved, observe and report ability to touch thumb to all fingertips, make a fist, pick up coins from flat surface, button/unbutton, zip/unzip, and tie shoes. Note cooperation during exam. If effort or inconsistencies are noted, report Waddell's signs.
 - 3) **Specific findings.** The examination should concentrate on the systems affected by the client's illness or impairment. Be as detailed as possible.
 - i. **Cardiac.** Rate, rhythm and sounds, including any murmurs. Evidence of vascular congestion. Description of chest pain.
 - ii. **Pulmonary.** Describe breath sounds, dullness, wheezes, rales, or coughs.
 - iii. **Musculoskeletal**
 - A) Report all abnormal findings of range of motion in degrees (for example, "flexion in L-spine to 60 degrees.")
 - B) **Gait and station.** Tandem walk, walk on heels/toes, hop, bend, squat. If assistive device is being used, comment on medical basis (i.e. instability, weakness,) Examine with and without assistive device is not contraindicated. Provide details.
 - C) **Ability to use hands to grasp, grip, and manipulate objects.** Measure grip strength.
 - D) **Describe any muscle spasm, atrophy, or joint deformity.** Do straight leg raises, seated and supine. Be specific on which muscle mass has abnormal findings.

iv. Neurological

- A) Describe motor function (0 to 5 scale, 5 is normal). Comment on degree of motor function that may be inhibited by spasticity, rigidity, or pain.
- B) Reflex activity, and any sensory deficits. Comment on specific distribution of sensory deficit. (For example, “the client had diminished pin prick over the left calf.”) Deep tendon reflexes should be described as to intensity and symmetry.
- C) Myalgias. Evaluate areas of muscle tenderness including tender and trigger points.

C.5.5.5 Laboratory and Diagnostic Studies.

- C.5.5.5.1** The Contractor shall not perform studies unless they have been specifically authorized by DDD.
- C.5.5.5.2** The Contractor shall Report X-ray findings and/or actual lab values, with the lab’s normal range, or attach the laboratory/X-ray report to the signed report. Refer to Section C.5.2.7.

C.5.5.6 Diagnosis and Prognosis/Medical Source Statement (remaining functional abilities)

- C.5.5.6.1.** The Contractor shall refrain from making a diagnosis based solely on the client’s subjective alleged impairments and limitations.
- C.5.5.6.2.** The contractor shall provide its diagnosis and prognosis based on clinical, objective evidence. Based on the objective examination findings, the Contractor shall give an opinion of the client’s ability to perform work related physical activities; for example: standing and walking, lifting and carrying, sitting, fingering.
- C.5.5.6.3.** The Contractor shall explain which findings led to the given diagnosis. **For example:** *Limited ROM, positive X-ray findings, decreased grip strength and swelling of hands would limit client from performing activities involving repetitive handling, fingering or feeling, such as typing.*

C.5.5.7 Specialty Examinations.

The following is a list of specialty examinations that may be required for DDD clients depending on their alleged disability. When a specialty examination is required, the Contractor shall include the additional information specified below for each specialty examination.

C.5.5.7.1 Rheumatology:

Specific findings -The Contractor shall concentrate on the areas affected by the client's illness or impairment.

- 1) General Observations: Relate observations to common everyday functions which may be observed in the office. Stance, grasp or shake hands, ability to write.
- 2) Report on hand dominance.
- 3) Joint Examination: Describe any specific complaints.
 - i. Specific, detailed notations with respect to presence or absence of effusion, periarticular swelling, tenderness, heat, redness, thickening of the joints.
 - ii. Describe any muscle spasm, atrophy, or joint deformity.
 - iii. Structural deformities.
 - iv. ROM restricted because of alleged pain or observable abnormalities.

C.5.5.7.2 Respiratory:

Specific findings- The Contractor shall concentrate on the areas affected by the client's illness or impairment.

- 1) General Observations: Occurrence of cough, labored breathing, use of accessory muscles of respiration, audible wheezing, pallor, cyanosis, hoarseness, chest wall deformity etc.
- 2) Dyspnea should be described with respect to dates and mode of onset, seasonal influence, infection and precipitating activities. Whether it is associated with palpitations, wheezing, chest pain, or hyperventilation symptoms. Breath sounds should be described, neck distention, ankle edema, prolonged expiratory phase. Respiratory dyspnea should be differentiated from cardiac dyspnea.
- 3) Review of Respiratory Systems. Describe any specific complaints.
 - i. Particular inquiry should be made as to whether the claimant has a history of heart disease, has experienced paroxysmal nocturnal dyspnea or orthopnea and whether there has been associated peripheral edema, hypertension, past myocardial infarction, angina, etc.
 - ii. Evaluation of episodic disorders, (i.e. asthma) requires details with regard to onset and precipitating factors, frequency and intensity, duration of attacks, mode of treatment and response.

- 4) The Contractor shall refer to Section **C.5.2.7**. If tests such as PFS, ABG, or DLCO are authorized, The Contractor shall submit the original or reproducible legible copy of all tracings.

C.5.5.7.3 Orthopedic:

Specific findings - The Contractor shall concentrate on the areas affected by the client's illness or impairment.

- 1) Current and past therapy for the orthopedic problems and response to therapy.
Comment on past hospitalizations, surgical operations, or significant ancillary tests (to include, but not limited to CAT scans, MRI, Bone scans, myelography,) if available
- 2) Review of Orthopedic symptoms. Describe any specific complaints and provide details regarding:
 - i. Character, location, and radiation of pain;
 - ii. Mechanical factors which incite and relieve the pain;
 - iii. Weakness, motor loss, sensory loss;
 - iv. Description of activities of daily living and limitations that maybe imposed by condition.
- 3) The Contractor shall provide all orthopedic and neurological findings in quantitative terms and include details, examples, and observed deficits in all areas.

C.5.5.7.4 Neurological:

Specific Findings -The examination should concentrate on the areas affected by the client's illness or impairment.

- 1) General Observations. General appearance, nutrition, body habitus, head size and shape, any skeletal or other abnormalities such as pigmentary or texture changes of the skin or changes in hair distribution.
- 2) Hand dominance
- 3) Review of Neurological Systems. Describe any specific complaints.
 - i. Mental Status Exam: Describe and give examples of orientation, memory calculation, insight, general understanding, fund of knowledge and mood and behavior.
 - ii. Speech: Describe any aphasia, dysarthria, stuttering, involuntary vocalizations and intelligible and fluent.
 - iii. 12 Cranial Nerves: Note function of 12 cranial nerves even if normal. Lower cranial nerve function should be described in particular detail when dysphagia or dysarthria is a complaint.

- iv. Ocular motility and papillary size and activity should be described even if normal. The visual acuity and visual fields on confrontation should be estimated and the basis for the estimation.
- v. Motor Function: Describe all motor function in quantitative terms and method of quantification. Comment on degree of fatigability following rapid, repetitive movements.
- vi. Sensation and Reflexes: Record the method of testing. All modalities of sensation, including cortical, should be tested. Suspected non-physiological observations should be noted. Superficial reflexes should be described when present and noted when absent. Pathological reflexes described in detail.
- vii. Coordination: Describe the ability to perform fine and dexterous movements of the hands. Incoordination or tremor at rest or during specific tests should be described in detail and quantified. (e.g., “claimant could not pick up a coin from the table or hold a cup of water, due to tremor in her upper extremities and numbness of her fingers”.)

C.5.5.7.5 Cardiac:

A) Specific findings The examination should concentrate on the areas affected by the client's illness or impairment.

- 1) General Observations: Comment on dyspnea, orthopnea or edema.
- 2) Provide a detailed description of the examination of the heart, including comments on heart sounds and rhythm. Describe any jugular vein distention, abnormal adventitious lung sounds, hepatomegaly, or peripheral edema of extremities.
- 3) Review of the Cardiac Systems. Describe any specific complaints. Particular inquiry with respect to the client's history of chest pain should be described in terms of:
 - i. onset
 - ii. character
 - iii. location
 - iv. radiation
 - v. frequency
 - vi. duration
 - vii. precipitating factors
 - viii. mode of relief
- 4) A longitudinal record of the character of chest pain should be provided by the client. It should be noted whether the pain occurs at rest or awakens the individual, or is related to ingesting of food or movement of upper extremities. Describe the impact of chest discomfort, dyspnea, or other cardiovascular symptoms on physical activity.
- 5) Refer to C.5.2.7. If tests such as an ECG or ETT are authorized, the Contractor shall submit the original or a legible copy of all tracings to DDD.

C.5.5.8 Adult Psychological Disability Evaluation Guidelines:

The Contractor shall:

- A) Provide a typed CE Report that includes the psychological facts, as well as a medical source statement derived from the Contractor's findings, that describe the individual's ability to function despite his/her impairment;
- B) Comply with the detail and format for reporting the results of the Consultative Examination in accordance with the following consultation examination guidelines

including specific information requested on the Examination Authorization (L9CEVCHR)):

- C) **Chief Complaint.** State the major or chief complaint(s) alleged as reason for inability to work. Describe how the impairment(s) affects function and daily activities. Clarify functional loss by providing specific examples of capabilities and activities of daily living.
- D) **Review of Records.** Brief summary or list of background material/medical records received and reviewed.
- E) **History.** Comment on reliability and consistency of client's reporting.
 - 1) **Past and Present Illness.** This section of the examination report should describe and discuss:
 - i. Psychiatric History and date of onset of illness or impairment;
 - ii. Progression of symptoms;
 - iii. Treatment and response;
 - iv. Current Medications; and
 - v. Factors that increase the problem and factors that provide relief;
 - 2) **Brief history on Work, Education, and Military service if applicable.**
 - 3) **Social History.** Include pertinent findings about use of tobacco products, alcohol, prescription and non-prescription drugs, etc.;
 - 4) **Family History (if pertinent).**
 - 5) **Mental Status.** Provide specific information and be as descriptive as possible. Direct quotes by the client would be appropriate. Cover every section of the mental status exam in this section.
 - 6) **General Appearance**
 - i. Is the client well-groomed or unkempt?
 - ii. What is the client wearing? Are clothes appropriate for weather and situation?
 - iii. Is there evidence of psychomotor agitation or retardation? Give examples.
 - 7) **Attitude and General Behavior**
 - i. Is the client cooperative, irritable, belligerent etc.?
 - ii. Is there any indication of malingering or factitious behavior? Explain.

8) Mood and Affect

- i. How does the client describe his or her mood?
- ii. Is the client's affect congruent with the stated mood? Explain.

9) Content of Thought

- i. Does the client have any delusions?
- ii. Is the client suicidal? Homicidal? What leads you to this conclusion?

10) Stream of Mental Activity. Is the client's speech normal, tangential, or circumstantial?

11) Orientation. Is the client oriented times three?

12) Memory

- i. Remote—can client remember past events?
- ii. Recent—can client remember 3/3 objects after 5 min?
- iii. Immediate—how well can the client do digit span back and forward?

13) Fund of Knowledge

- i. Is the client aware of current events? Give examples.
- ii. Does the client know the names of the president and governor?
- iii. Can the client answer simple geography questions, such as naming bordering states?

14) Concentration

- i. Serial 7's or 3's? Give client's response.
- ii. How well does the client spell WORLD forward and backward?
- iii. Can the client follow a three-step command?
- iv. Does the client have difficulty following conversation. Give examples.

15) Abstract Thinking. Can the client interpret proverbs? Give examples.

16) Insight, Judgment. Does the client:

- i. Have insight into his/her condition?
- ii. Show good judgment e.g. when asked what he/she would do if smelling smoke

in crowded theater?

17) Activities of Daily Living (ADL)

- i. Give complete description of client's ADLs.
- ii. Can the Client take care of cooking, cleaning, grocery shopping etc.? Give examples.
- iii. Does the client need assistance with self-care? Give examples.

18) Social Functioning

- i. Does the client socialize with family or friends? Is the client isolated?
- ii. Does the client participate in church groups or clubs?
- iii. Does the client attend church or other events regularly?

19) Concentration, Persistence, and Pace

- i. Can the client concentrate to read a book, work at hobbies, play on the computer or similar activities. Give examples of hobbies or interest, and how long the client can sustain activity.
- ii. Does the client finish ADLs in a timely manner?

20) Deterioration or Decompensation. Describe any indication of deterioration or decompensation in a work-like setting.

21) Diagnosis. (Use DSM Multiaxial Assessment format) Include a discussion of which findings and observations led to this diagnosis.

22) Prognosis

23) Capability of client to Manage Funds

24) Medical Source Statement (remaining functional abilities). Based on objective examination findings, give an opinion of the client's ability to do work related activities despite his/her impairments. This statement must be supported by the objective clinical findings and include an assessment of activities such as:

- i. Ability to reason
- ii. Understanding and memory
- iii. Sustained concentration and persistence
- iv. Social interaction

v. Adaptation

C.5.5.9 Child Psychological Disability Evaluation Guidelines:

The Contractor shall:

- 1) Provide a typed CE Report that includes the psychological facts, as well as a Medical Source Statement derived from the Contractor's findings that describe the individual's ability to function despite his/her impairment;
- 2) Comply with the detail and format for reporting the results of the Consultative Examination in accordance with the following consultation examination guidelines (including specific information requested on the Examination Authorization L9CEVCHR)
- 3) Chief Complaint(s): The chief complaint(s) alleged as a reason for disability. Include in this section information about how the disability has affected the child's functional abilities and activities, symptom frequency and severity, and effects on daily activities and emotional functioning.
- 4) Review of Records. Brief summary or list of background material/medical records received and reviewed.
- 5) History. Comment on the reliability and consistency of child and guardian's reporting.
 - A) Past and Present Illness. This section of the examination report should describe and discuss:**
 - i. Psychiatric History and date of onset of illness or impairment including in & out-patient treatment;
 - ii. Progression of symptoms;
 - iii. Treatment and response;
 - iv. Current Medications (include when last taken); and
 - v. Self-destructive behavior or other directed aggression.
 - B) Brief History of Education and Work (if applicable)**
 - C) Social and Family History**
 - i. Chief caretakers/guardians, dysfunctional family situation, emotional problems of family members
 - ii. History of trauma, abuse, or neglect, substance abuse in the home, behavior problems

- iii. Past and Current Drug and Alcohol Use (if applicable)

D) Pertinent Medical History and Developmental Milestones

E) **Mental Status:** A description of the child's interaction with his/her caretaker and the examiner should be noted and examples of behavior should be given. Information requested should be tailored according to child's age. Include in this section:

1) **General Appearance and Observations**

- i. Is the child well-groomed or unkempt? What is the child wearing? Are clothes appropriate for weather and situation?
- ii. Gait, station, abnormal motor movements.
- iii. Evidence of psychomotor agitation or retardation? Give examples.

2) **Attitude and General Behavior**

- i. Is the child cooperative, irritable, belligerent etc.?
- ii. Social relatedness, eye contact.

3) **Mood and Affect. Describe and give examples.**

- i. How does the child describe his or her mood?
- ii. Is the child's affect congruent with the stated mood? Explain.

4) **Content of Thought**

- i. Does the child have delusions, hallucinations, paranoid ideations, obsessions? Imaginary friends?
- ii. Is the child suicidal? Homicidal? What leads you to this conclusion?

5) **Speech and Stream of Mental Activity**

- i. Expressive and Receptive language; complexity, age appropriate?
- ii. Articulation. What percentage of speech is intelligible?
- iii. Does the child have hearing or listening problems?

6) **Orientation. Give examples.**

7) **Memory. Remote, recent and immediate. Give examples.**

8) **Fund of Knowledge. Give examples.**

9) Concentration

- i. Serial 7's or 3's? Give child's response.
- ii. Can the child follow a two or three step command?
- iii. Does the child have difficulty following conversation. Give examples.
- iv. Does the child exhibit distractibility
- v. Length of attention to specific tasks in the interview.

10) Judgment. Give an example.

11) Functional Information/Adaptive Behavior:

12) Activities of Daily Living

- i. Give complete description of child's daily activities.
- ii. Comment on self-care routines, activities, interests, and ability to do household chores. Give examples.
- iii. Does the child need assistance with activities? Give examples.

13) Social Functioning

- i. Does the child have the ability to get along with family, peers, teachers, other adults, and authority figures?
- ii. Does the child participate in church groups, clubs, sports, extra-curricular activities?
- iii. Does the child attend church or other events regularly?

14) Concentration, Persistence and Pace

- i. Can the child concentrate to read a book, work at hobbies, play on the computer, do homework etc? Give examples of hobbies or interest and how long the child can sustain activity.
- ii. Does the child Finish ADLs in a timely manner?

15) Diagnosis (Use DSM Multiaxial Assessment format). Include a discussion of which findings and observations led to this diagnosis.

16) Prognosis. Note probable duration and expected results of current treatment.

17) Medical Source Statement. Based on the objective examination findings, give an

Core Consultative Exam Provider(s) for DDD

opinion of the child's ability to function as compared to other children of the same age who don't have impairments.

C.5.5.10 Psychological Testing:

In instances when an examination with psychometric testing is required, the Contractor shall provide the District and its clients the following additional information to supplement the requirements in C.5.5.8 and C.5.5.9:

1) Psychometric Testing Standards. The tests used must be a standard, valid, reliable, and normed psychometric tests. Refer to the Social Security Disability Preferred Psychological Test for a list of preferred tests. Other standardized, valid, and reliable tests may be used when appropriate. If a test is substituted for the one requested on the Authorization Voucher, explain in the report the reason for the substitution.

- i. All subtests of the psychometric tests must be administered.
- ii. All scaled subtest scores must be reported and submitted with the report.

2) Adult Psychometric Examinations

A) Intellectual Assessments shall include:

- i. All the elements of the Psychological disability evaluation in Section 11; and
- ii. A qualitative measurement of the client's Performance IQ, Verbal IQ, and Full Scale IQ (most commonly requested test: WAIS).

B) Memory Assessments shall include:

- i. All the elements of the Psychological disability evaluation in Section 11; and
- ii. A qualitative measurement of the client's Remote, Recent, and Immediate memory abilities (most commonly requested test WMS); and
- iii. Trail-making A & B.

C) Complex Psychological Diagnostic Assessments shall include:

- i. All the elements of the Psychological disability evaluation in Section 11; and
- ii. A qualitative measurement of the client's Performance IQ, Verbal IQ, and Full Scale IQ; and
- iii. A qualitative measurement of the client's Remote, Recent, and Immediate memory abilities; and
- iv. Trail-making A & B.

D) Neuro-Psychological Diagnostic Assessments shall include:

- i. All the elements of the Psychological disability evaluation in Section 11; and
- ii. Battery of Neuropsychological tests (commonly requested tests: Halstad-Reitan or Luria-Nebraska)

C.5.5.11 Child Psychometric Examination.

Complex Child Psychological Diagnostic Assessments shall include all the elements of the Child Psychological disability evaluation in Section 12; and one each of the following:

- 1) Intellectual assessment;
- 2) Measurement of academic abilities; and
- 3) Adaptive OR Behavior assessment.

C.5.6 Contractor Staff Training Requirements:

C.5.6.1 The Contractor shall ensure that subcontractors understand the Social Security disability program and are familiar with the Listing of Impairments used in evaluating disability in adults and children under the Social Security Disability Insurance Benefits and Supplemental Security Income Programs;

C.5.6.2 The Contractor shall train all staff regarding the disability programs and reporting requirements and ensure all CEs and other medical staff understands that they may have an evidentiary role in the Social Security Administration's decision-making process.

C.5.6.3 The Contractor shall be retain responsibility for ensuring that doctors and other medical staff treat clients with courtesy, dignity, and respect; and

C.5.7 Complaints

When notified of a formal written complaint, the Contractor shall respond to the DDD in writing addressing each complaint. In the event the Contractor receives a complaint directly, the Contractor shall notify the District Program Operations Coordinator of the complaint and resolution in writing.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

- E.2** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on completion of work, as described in the Statement of Work; properly completed and submitted Invoice Vouchers.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of not more than one year from date of award specified on the cover page of this contract.

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 will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to 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 the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	CE Reports - Actual Reports and/or Legal Documents	All	ERE (Electronic Records Express)	Within 14 days of examination completion
2	Appointment Status Notice - Kept, Broken, Cancelled, notice	All	ERE/Email/Fax	Within 24hours or the next business day
3	Invoices for all requested Services -Actual Imaged Invoice(s), signed and dated by CE Provider.	All	ERE	Within 14 days of examination completion

F.3.1 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.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices within ten (10) calendar days of the examination and at the same time evaluation reports for each client are submitted, submit the appropriate invoice associated with the authorized date and time of the evaluation using an Invoice (authorization voucher). Consideration for services rendered shall be payable upon receipt of properly completed invoices and upon verification, review and approval of the invoice and evaluation report or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

**Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
P.O. Box 54047
Washington, DC 20032-0247**

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 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

Unless otherwise specified in this contract, payment will be made on partial deliveries services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- c) Presentation of a properly executed invoice.

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 this 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 prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will 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 the 15th day after the required payment date for any other item.

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

G.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 the 15th 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 Subcontract requirements

G.6.3.1 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).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Ms. Marsha Robinson
Department on Disability Services
Contracting Officer
1125 – 15th Street, N.W. 4nd Floor
Washington, DC 20005
E-mail Address: Marsha.Robinson@dc.gov

The Agency Chief Contracting Officer is :

Ms. Janice Parker Watson
Chief Contracting Officer
Department on Disability Services
1125 – 15th Street NW, 2nd Floor
Washington, DC 20005-2717
E-mail: Janice.Watson@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

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

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA) (formerly Contracting Officer's Technical Representative (COTR))

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

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO 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 CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers 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) and invoice or vouchers.

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

Darryl Evans
Management Analyst
1227 25th Street, NW
Washington, DC 20037
Telephone 202-442-8490
Fax 202-442-8717 or 202-730-1796
E-mail address: darryl.evans@ssa.gov

The alternate CA is the DDD Director, Tony Jones, Ph.D. at 202-442-8555

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO 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 contract 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 will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 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.1.1.1 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.1.2 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.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No 2005-2103, dated 6/13/2012, 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 Standard Contract Provisions. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO 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.4 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 such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C.

Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 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.5.2 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.

H.5.3 The Contractor shall submit to DOES, no later than the 10th 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.5.4 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.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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.5.6 The CO may waive the provisions of section H.5.4 if the CO 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, 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.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 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 CO through 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. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** 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.
- H.8.2** 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.
- H.8.3** The Contractor shall include in any subcontract 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor 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.8.6** 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.8.7** 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.8.8** 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;
- (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 Department of Health Care Finance to provide health services.

H.8.9 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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 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.9.1.3 A prime contractor that 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.9.2 **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 that 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 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 CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A 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.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A 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.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a 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.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A 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.9.4 Subcontractor Standards

H.9.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 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.9.5.3 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.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will review all complaints against the Contractor including those against the quality of an examination.

H.10.2 The District will acknowledge, evaluate and respond in writing to all formal written complaints.

H.10.3 The District will notify the non-requesting party of a dispute notice, notify all parties involved in the dispute of the dispute resolution process to be followed, and manage the process to its conclusion.

H.10.4 The District will make telephonic referrals to the Contractor to request a new CE, which will be followed by the hard copy of SSA 528, CE Order Request.

H.10.5 The District will provide training to familiarize the Core CE providers and their subcontractors on the District's CE processes.

H.10.6 The District will respond to receipt of electronic submissions of CE reports whether the report is acceptable to meet the District's standards.

H.10.7 The District will not accept a rubber stamp signature or a signature entered by another physician.

H.10.8 The District will not accept a CE report annotated "not proofed" or "dictated but not read."

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Contractor shall ensure all subcontractor agreements clearly state that the District shall be held harmless from any claims arising from that agreement or providing services on the Contractor's behalf.

H.11.2 The Contractor shall assign a liaison to coordinate activities, resolve day-to-day problems and answer questions from the District staff that include, but not be limited to, billing, kept/broken/cancelled appointments, and general report questions.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies 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, click on Solicitation Attachments under the heading “Vendor Support Center”, then click on “Standard Contract Provisions (March 2007)”.

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 customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose 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, will 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 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 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 of 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 will 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 will 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;
- 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.5.6 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 CO 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 use 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 paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a 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** Paragraphs 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 will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by 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 acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 CO 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 CO 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 CO 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 contract.
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.

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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss

payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
 8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- 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.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL 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 in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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:

*Marsha Robinson
1125 15th St, NW, 4th Floor
Washington, DC 20005
(202) 730-1628/E-mail marsha.robinson@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 Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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 are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract document
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 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.

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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

Offeror shall complete and return J.3, J.4, J.7 and J.8 with proposal.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No 2005-2103, dated 6/13/2012
J.3	Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

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

Offeror(s) shall complete and submit the Bidder/Offeror Certification Form
available at www.ocp.dc.gov. Click on “Solicitation Attachments”

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 *one or more* contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2. Award will not be made on an all or none basis of the services listed in Section C. It will take into consideration the offeror's capacity for the various services needed until sufficient contracts are awarded to cover 100% of the services needed.

L.1.3. Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, however electronic copies may be submitted by email. Each proposal shall be submitted in a sealed envelope conspicuously marked: "*Proposal in Response to Solicitation No. DCJM-2013-R-0008, Core Consultative Exam (CE) Providers for DDD and (NAME OF OFFEROR)*".

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of proposed program supplies, services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C. Technical proposals shall be organized as follows, including an Executive Summary and index:

L.2.2.1. **Technical Expertise.** This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the contract. It is important that each question or request for information be addressed.

L.2.2.1.1. Offeror's Qualifications

The Offeror must present narrative that clearly demonstrate that how it possesses a thorough knowledge of the contract requirements. This may consist of evidence of providing the same or similar services to District agencies or other jurisdictions where disability determinations may be required.

L.2.2.1.2. Organization and Capability

This section must include a description of the Offeror's organization, current organizational structure, history, legal structure, ownership, and affiliations. The organization may be a newly formed joint venture of current individual providers or an organization that was established to provide services through provider agreements and subcontracts. In the case of joint ventures, all members must be clearly identified. Organization must support capacity offered.

L.2.2.1.3. Staffing and Staff Training

The Offeror must describe how it will staff and manage provider agreements or subcontractors, reporting, education, automation, and any other functions associated with the Statement of Work. The offeror must include information regarding the numbers, qualifications, and credentials and roles of each prime contractor employee or job title assigned to this contract.

L.2.2.2. Technical Approach

L.2.2.2.1. This section must describe the Offeror's experience in providing consultative exams and how the Offeror's practices will develop and evolve to meet the demands of providing services for a larger population of clients through a network of providers. This section must very clearly define all of the services that the offeror has the capacity to provide. Award will not be based on an all or none basis of the services listed in Section C. It will take into consideration the offeror's capacity for the various services needed until sufficient contracts are awarded to cover 100% of the services needed.

L.2.2.2.2. Capacity to deliver on time. The Offeror shall submit project plans and tentative provider agreements or proposed subcontracts that are ready to be executed upon contract award if an award is made to the prime contractor.

L.2.2.3 Past Performance

L.2.2.3.1. The Offeror shall provide contact information for the District to obtain past performance evaluations. There is no minimum number of contacts or past performances required, but the references provided must be relevant and clearly demonstrate the Contractor's reliability and capability of providing the services.

L.2.2.3.2. New joint ventures formed solely to provide these services, must submit past performance contact information for each participating member.

L.2.3 Offerors shall complete, sign and submit with the proposal all Representations, Certifications and Acknowledgments and other required Attachments as appropriate.

L.2.4 The Certified Small Business Enterprise (CSBE) Subcontracting Plan required by special contract requirement H.9 and District law shall be submitted with the Technical Proposal package.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Contract awards will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

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

L.4.1 Proposals must be submitted no later than *4:00 p.m. January 22, 2013*. 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) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer's that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals

L.4.3 Late Proposals

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

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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 will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this 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 page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror's proposed or negotiated fee shall be applied in all option year prices. The District reserves the right to change prices in the option years based on the prevailing Medicare rate schedule in effect in the option year.

L.8 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 ten (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 that 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. 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, 441 4th Street NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

*Marsha Robinson
Department on Disability Services
1125 15th Street, NW, 4th Floor
Washington, DC 20005*

(202) 730-1628/marsha.robinson@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or facsimile. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15.4 KEY PERSONNEL - The offeror shall set forth in its proposal the names and reporting relationships of the key personnel (subcontractors who provide direct examination of clients) the offeror will use to perform the work under the proposed contract. The Offeror

shall also not enter into any additional or replacement subcontractor agreements without prior notification to the Contracting Officer.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will 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.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the Contracting Officer.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District and the Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

L.18.1.1 The Contractor's practitioners shall be a Board Certified or Board Eligible Physicians, licensed in accordance with the District of Columbia Occupations Act of 1985 and submit documentation of certifications/licenses.

L.18.1.2 The Contractor, its employees, or subcontractors who will be in contact with DDD clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington DC and Federal laws and regulations or the laws of the state in which the Contractor is providing services. During the term of this Contract, the Contractor shall require that all such individuals do not have, and shall remain without, restrictions or sanctions placed on accreditation, certification, license or registration. The Contractor, within three (3) business days of receipt of any information related to disciplinary action against the accreditation, certification, license or registration of the Contractor, an employee, or subcontractor, shall notify the Contracting Officer.

L.18.1.3 Credential Verification for Physicians:

The Contractor shall provide the following documents that the District will use to verify professional credentials for each physician:

- 1) Acknowledgement of Professional Qualification and Confidentiality;
- 2) Statement of Agreement or subcontracts for Medical Providers;
- 3) Copy of current curriculum vitae; and
- 4) Copy of current medical license(s).

L.18.1.4 Credential Verification for Staff:

The contractor shall verify that all support staff who participate in conducting the (CE(s)) consultative examination, meet all appropriate:

- 1) Licensing or certification requirements of the State; and,
- 2) Are not excluded, suspended, or otherwise barred from participation in federal programs.

L.18.1.5 Credential Verification for Psychologists/Psychiatrists:

The contractor shall verify that all support staff who participate in conducting the consultative examination meet all appropriate:

- 1) Licensing or certification requirements of the State; and,
- 2) Are not excluded, suspended, or otherwise barred from participation in federal programs.

L.19 PRE-PROPOSAL CONFERENCE

L.19.1 A pre-proposal conference will be held at **2:00p.m** on **January 7, 2013** at 1125 15th Street, NW, 4th floor, Washington, DC 20005. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.19.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror(s) whose offer(s) are 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 will not necessarily be determinative of the award. Rather, the total scores will 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>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies that are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies that may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies that 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 weighting mechanism that will 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 will 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 subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points, with two subfactors of twenty-five (25) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the

total score for that evaluation factor is 4/5 of 25 or 20 for the first subfactor plus 1/5 of 25 or 5 for the second subfactor, for a total of 25 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (60 Points Maximum)

The technical factors and sub-factors below consider the Offeror’s technical expertise, technical approach and past performance in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance. Subfactors are listed in descending order of importance.

Technical Evaluation Factors	Points
M.3.1.1 Technical Expertise	30
Qualifications	
Organization and Capability	
Staffing and Staff Training	
M.3.1.2 Technical Approach	15
Provider Network approach and plan	
Capacity and Timeliness	
M.3.1.3 Past Performance	15
Quality of Past Experience	
Relevance of Past Experience	
Total Technical Points	60

M.3.1.1 Technical Expertise (30 Points Maximum)

M.3.1.1.1 Qualifications - This sub-factor considers the Offeror’s specific knowledge of the contract requirements related to providing disability determination consultative exams. The factor will be evaluated on the content of the Offeror’s narrative set forth in Section L.2.2.1.1.

M.3.1.1.2 Organization and Capability – this sub-factor considers the offeror’s current organizational structure, history, legal structure, ownership and affiliations. This sub-factor will be evaluated based on the offeror’s written description and evidence of tentative service agreements and subcontracts with a network of medical professionals necessary to fulfill a substantial portion of the services required under this contract. This factor is set forth in Section L.2.2.1.2.

M.3.1.1.3 Staffing and Staff Training - This sub-factor considers the prime contractor (Core CE Provider) staff will manage working arrangements with subcontractors to ensure all direct care providers are fully qualified to provide the services required under this contract. This sub-factor will be evaluated on the offeror's response in Section L.2.2.1.3.

M.3.1.2 Technical Approach (15 Points Maximum)

M.3.1.2.1 Network Approach/Plan - This sub-factor considers the written narrative and demonstrated capacity for developing and maintaining a network of qualified providers to support a substantial referral flow from DDD with varying diagnoses. This factor serves as a comprehensive overview of all of the previous factors correlated into an overall ability to manage a Core CE Provider contract utilizing provider agreements and subcontractors to provide the services.

The factor will be evaluated on Offeror's consideration of the technical qualifications and expertise of each tentative provider and subcontractor. The agreements shall be prepared and evidence submitted to demonstrate that each is ready to be executed upon contract award. If the agreements are not available, an informal written agreement signed by all the parties may be considered. This factor will be evaluated based on the Offeror's response in Section L.2.2.2.1.

M.3.1.2.2 **Timeliness** - This sub-factor considers the written narrative and demonstrated preparedness for meeting requirements of Section C in a timely manner. This factor will be evaluated based on the Offeror's response in Section L.2.2.2.2.

M.3.1.3 Past Performance (15 Points Maximum)

M.3.1.3.1 This sub-factor considers the quality of the Offeror's network and proposed medical providers' performance within the past five years. The factor will be evaluated on the responses given when the offeror's list of references are contacted to provide performance evaluations. The offeror shall include the name of the organization that services were provided for, the contact person with email address and phone number, the period of performance and an estimated contract dollar amount from each contact person's organization within a 12-month period. The offeror shall adhere to the criteria set forth in L.2.2.3.1.

M.3.1.3.2 This sub-factor considers the relevance of past performance history for the contractor, subcontractors and provider network.

M.3.2 PRICE CRITERION (40 Points Maximum)

The price evaluation will be objective. The offeror with the lowest fee will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest fee percentage}}{\text{Fee percentage of proposal being evaluated}} \times .40 = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2:

(12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the sum total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the fee for capacity offered for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged 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 located 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) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 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 will receive the addition of five points on a 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 DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 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 disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 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 business (VOB) certified by DSLBD will receive the addition of two points on a 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 DSLBD will receive the addition of two points on a 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 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 will 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 vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer 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.
- M.5.4.2** Any vendor 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 vendors 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 will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will 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.