



**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES**

JANUARY 22, 2013

**REQUEST FOR PROPOSAL AMENDMENT NUMBER TWO (2)
FOR SOLICITATION NUMBER RM-13-RFP-070-BY4-SDS
COSMETOLOGY SERVICES**

TO ALL PROSPECTIVE OFFERORS:

Question No.	RFQ Section	Question
1	Section B.5	What is the price range for the contract?
DMH RESPONSE: There is no estimated price range available for this Solicitation		
2	Section B.5	Should the cost of equipment and supplies be included in the bid or will the Department of Mental Health (DMH)/St. Elizabeths Hospital (SEH) handle supplies and equipment separate from this Contract?
DMH RESPONSE: SEH shall provide the supplies and equipment associated with the Cosmetology Services.		
3	Section F.2.1	1. If the Contract is extended for the next year, what do I need to do to accept? 2. Please Explain F.2.1 3. What will be the turn around to start working again in the event the Contract is extended, or would I not stop service and continue working through the extended period beyond the date of the original contract?
DMH RESPONSE: <ol style="list-style-type: none">1. The submittal of the proposal with pricing for the Base Year and each Option Year is evidence that the Consultant/Contractor has accepted the terms of the Contract. The Consultant/Contractor shall be notified in the event that an Option Year is to be exercised.2. Section F.2.1 states that the exercise of an Option Year is at the sole and absolute Discretion of DMH; based upon satisfactory by the vendor and the availability of funding, without there being any guarantees.3. When an Option Year of a Contract is properly exercised there shall be no break in service. A written notification of the DMH's intent to exercise the Option is sent to the Contractor at least 30 days before the end of the Period of Performance. In addition exercise of an Option Year is subject to the Contractor meeting required Tax Compliance requirements.		

4	Section F.3	What are Deliverables? Would deliverables include supplies and equipment or would the cosmetology services be considered the Deliverables?
<p>DMH RESPONSE:</p> <p>In this Contract Deliverables include the completion of required Cosmetology Services and associated reports required by the Contract Document. Deliverables do not include supplies and equipment.</p>		
5	Section G.4	Can modifications be made to the Contract during the Contract Year?
<p>DMH RESPONSE:</p> <p>Modifications to the Contract may be made during the Contract Year with the Approval of the Director Contracts and Procurement Services/Agency Chief Contracting Officer.</p>		
6	Section G.6.1	<p>1. Is there a particular day each month the invoice should be submitted?</p> <p>2. If I've worked for thirty (30) days then submit an invoice directly thereafter, is it correct that I potentially would not receive payment for another thirty (30) days?</p> <p>3. Payment received within thirty (30) days after the CO/IR submits certified copy could potentially mean that I am receiving payment later than thirty (30) days.</p>
<p>DMH RESPONSE:</p> <ol style="list-style-type: none"> 1. Invoices shall be submitted on a monthly basis, there is no stipulation in the Contract as to the time of the month when the invoice is to be submitted, however please refer to Section G.6 for information on Submission of Invoice. 2. The District has forty five (45) days to issue payment once a "proper invoice" has been received by the Accounts Payable Office, please refer to Section G.6.1 and G.6.2 of the Solicitation for what constitutes a proper invoice. 3. There is always a possibility that receipt of Payment by a Contractor may exceed thirty (30) days. 		
8	Section G.8.2	Is the required payment date within the 30 days? If so, when does the interest penalty kick in?
<p>DMH RESPONSE:</p> <p>Please refer to Section G.10 of this solicitation Quick Payment Clause (Quick Payment Act, DC Official Code Section 2-221.01 et. Seq.</p>		
9	Section G.9.1	How do I obtain a ACH form in the event I am selected for the Contract for direct deposit
<p>DMH RESPONSE:</p> <p>Section G.9.1 does not refer to Direct Deposit payments to the Contractor. Assignment of Contract Payments are made to a third party to whom payment may be owed money or who want to be ensured payment.</p>		

10	Section G.10.1.1	Please explain this section, are and a, b and c examples?
<p>DMH RESPONSE:</p> <p>Section G.10.1.1 further expands on Section G.8.2. (See question 8 above) stating that “No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:</p> <ul style="list-style-type: none"> a) the 3rd day after the required payment date for meat or a meat product; b) the 5th day after the required payment date for an agricultural commodity; or c) the 15th day after the required payment date for any other item. <p>In the case of this solicitation subsection c) applies: “the 15th day after the required payment date”</p>		
11	Section H.5	<p>In the event one is selected for the Contract and by year three one is still working at Saint Elizabeths, is District of Columbia residency still a requirement?</p> <p>What is H.5.4?</p>
<p>DMH RESPONSE:</p> <p>There is no requirement in this solicitation for District of Columbia Residency. Reference to Sections H.5.4, H.5.5, H.5.6, H.5.7 and H.5.8 are incorrect and are changed to Section H.6.4, H.6.5, H.6.6, H.6/7 and H.6.8 respectively.</p> <p>Section H.6 refers to the requirement of District Law that when a Contractor hires new employees, those new hires should first be District Residents.</p>		
12	Section I.8	Are we responsible to purchase Employer’s Liability Insurance if we do not have subcontractors?
<p>DMH RESPONSE:</p> <p>Individual Contractor with no employees is not required to obtain “Employer’s Liability Insurance” Other insurance coverage, i.e. Commercial General Liability, Automobile Liability... is required.</p>		
13	Section I.12	What would cause a 90 day stop work order?
<p>DMH RESPONSE:</p> <p>A Stop Work Order may be issued by the Director of Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) if/when the Contractor fails to perform the assigned duties per the signed Contract. Please refer to Section E of this Solicitation Termination for Default and Termination for Convenience.</p>		
14	Section L.11.3	<p>Legal Status of Offeror</p> <p>If I have a valid DC Cosmetology License, do I still need to obtain a Clean Hands Certification?</p>
<p>DMH RESPONSE:</p> <p>A Clean Hands Certification attests to the fact that Tax obligations have been paid to the District and it is different from the Cosmetology Licensing requirement.</p>		

15	Section L.17	General Standards of Responsibility Should (a) through (k) be included in the proposal?
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DMH RESPONSE:

As stated in the introductory paragraph, the documentation shall be presented to the District within five (5) days of its request by the Director/ACCO or his designee.

16	Section M.2	Technical Rating What should be included?
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DMH RESPONSE:

The information required in Section M.3 Evaluation Criteria shall be included in the RFP Technical Proposal submission to allow for proper evaluation by the Technical Evaluation Committee.

17	Section M.3.2	Past Performance Can I use individual clients?
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DMH RESPONSE:

The information provided in Section M.3.2 shall support and demonstrate the requirements of Section M.3.1. As an example, Section M.3.1.4 "The contractor shall have experience working in hair salons..." One of the references shall be of such a location and Individual Clients are acceptable as part of the requirement,

18	Section M.3.3	Price Criterion Should I show a breakdown on how the supply and equipment money will be used during the Contract Year? Although I don't see Cosmetology Services listed, am I still entitled to health insurance and holiday pay, if so does the health insurance come out of the unit price in B.5 or is it separate?
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DMH RESPONSE:

There is a requirement in the Solicitation for Price Breakdown by submitting a Budget Narrative that provides information concerning the makeup of your Pricing on an hourly basis.

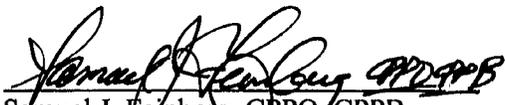
This is a Contract for Cosmetology Services; as such the Service Provided are not being done as an employee of the District Government receiving full benefits, but as an Independent Contractor.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR QUOTE REMAIN UNCHANGED.

Only one copy of this amendment is being sent to prospective Offerors. Offerors shall sign below and attach a signed copy of this amendment to each quote to be submitted to the place specified for receipt of Proposals. Proposals shall be mailed or delivered in accordance with the instructions provided in the original RFP. In the event your quote has been previously deposited with the Department of Mental Health, Contracts and Procurement Services (DMH/CPS), submit this signed Amendment in a sealed envelope, identified on the outside by the RFP number and submission date. This signed Amendment must be included with your submission in response to this RFP.

Failure to acknowledge receipt of Amendment Two (2) for Solicitation Number **RM-13-RFP-070-BY4-SDS** may be cause for rejection of any quote submitted in response to the subject RFP.

Signed:


Samuel J. Fernberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer

Amendment Number Two (2) is hereby acknowledged and is considered a part of the proposal for Solicitation Number **RM-13-RFP-070-BY4-SDS**.

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Offeror