

SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		Exercise Support		1	62
2. Contract Number	3. Solicitation Number DCBN-2007-R-7014	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 10/19/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Homeland Security and Emergency Management Agency 2720 Martin Luther King Jr. Avenue, SE Washington, DC 20032		

SOLICITATION

9. Sealed offers in original and 4 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 the bid counter located at **441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001** until 2:00 PM local time November 26, 2007 (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 Patricia Lovelady	B. Telephone			C. E-mail Address
	(Area Code) 202	(Number) 727-0811	(Ext)	Patricia.Lovelady@DC.GOV	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

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	(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
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SECTION B – SUPPLIES OR SERVICES AND PRICE

- B.1.** The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the DC Office of Homeland Security and Emergency Management Agency (HSEMA) is seeking to acquire the services of a Contractor to design, develop, conduct and evaluate the HSEMA's comprehensive exercise and corrective action program. The purpose of these exercises is to establish a clear mutual understanding of the expectations for future District operations in order to promote a cohesive and well-coordinated response to disastrous events.
- B.2** The District contemplates making a single contract award. The contract will be a Requirements contract with Firm Fixed price for the development of a comprehensive training and exercise plan, as well as a fixed price for the execution of each of the exercise components of the plan. The contract for the services specified herein will be for a base period of one year with four (4) one year option periods.
- B.3 REQUIREMENTS CONTRACT**
- B.3.1** The District will purchase its requirements of the articles or services included herein from the Contractor. Any estimated quantities stated herein shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities that may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.3.2** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, found in Section G.8. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.3.3** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2012.

B.4 PRICE SCHEDULE

The District contemplates award of a firm fixed-price requirements contract from date of award for a period of one year.

B.4.1 Costing assumptions. Requirements are listed throughout Section C and should be incorporated into the cost estimate. However, the total number of exercises expected in the period of performance shall remain unknown until the training and exercise strategy is delivered. Therefore, for the purposes of developing a cost estimate, please assume the following for exercise deliveries:

- A) One (1) full-scale exercise**
 - i. Two (2) day duration**
 - ii. 100 participants**
 - iii. Two (2) sites within the District**
 - iv. Include comprehensive support, e.g., invitations, site development, catering, registration, all facets of exercise development**
 - v. Participants will include DC Government departments and agencies as well as National Capital Regional partners (NCR)**
 - vi. Two (2) planning conferences associated with the exercise**

- B) Four (4) tabletop exercises**
 - i. One (1) day duration**
 - ii. 30 participants each**
 - iii. One site**
 - iv. Include comprehensive support, e.g., invitations, catering, all facets of exercise development**
 - v Meeting space to be provided by HSEMA**
 - vi. Participants will include DC government department and agencies as well as National Capital Regional (NCR) partners.**

B.4.2 BASE YEAR PRICE SCHEDULE – FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Total Price
0001	Consulting services to design and develop an integrated training and exercise program that is based on risk, and achieves the goals of the District’s Homeland Security strategy, and will test priority capability levels.	\$ _____
Grand Total for B.4.2		\$ _____

B.4.3 BASE YEAR PRICE SCHEDULE – REQUIREMENTS

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0002	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of full-scale exercises (As described in Section B.4.1.A and Section C.3.1) over the course of the base year of the contract.	\$ _____ per Full scale exercise	1	\$ _____
0003	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of table top exercises (As described in Section B.4.1.B and Section C.3.1) over the course of the base year of the contract	\$ _____ per Table top exercise	4	\$ _____
Grand Total for B.4.3				\$ _____

B.4.4 OPTION YEAR ONE PRICE SCHEDULE – FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Total Price
1001	Review, evaluate and update the exercise training and strategy program and schedule as described in Section C.3	\$ _____
Grand Total for B.4.4		\$ _____

B.4.5 OPTION YEAR ONE PRICE SCHEDULE – REQUIREMENTS

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1002	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of full-scale exercises (As described in Section B.4.1.A , C.3.1 and C.3.2)	\$ ____per Full scale exercise	1	\$ _____
1003	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of table top exercises (As described in Section B.4.1.B, C.3.1 and C.3.2)	\$ ____per Table top exercise	4	\$ _____
Grand Total for B.4.5				\$ _____

B.4.6 OPTION YEAR TWO PRICE SCHEDULE – REQUIREMENTS

Contract Line	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2002	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of full-scale exercises (As described in Section B.4.1.A , C.3.1 and C.3.2)	\$____per Full scale exercise	1	\$_____
2003	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of table top exercises (As described in Section B.4.1.B , C.3.1 and C.3.2)	\$____per Table top exercise	4	\$_____
Grand Total for B.4.6				\$_____

B.4.7 OPTION YEAR THREE PRICE SCHEDULE – REQUIREMENTS

Contract Line	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
3002	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of full-scale exercises (As described in Section B.4.1.A, C.3.1 and C.3.2)	\$____per Full scale exercise	1	\$_____
3003	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of table top exercises (As described in Section B.4.1.B, C.3.1 and C.3.2)	\$____per Table top exercise	4	\$_____
Grand Total for B.4.7				\$_____

Exercise Support

B.4.8 OPTION YEAR THREE PRICE SCHEDULE – REQUIREMENTS

Contract Line	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
4002	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of full-scale exercises (As described in Section B.4.1.A, C.3.1 and C.3.2).	\$____per Full scale exercise	1	\$_____
4003	The Contractor shall execute this plan by designing, developing, conducting, and evaluating a series of table top exercises (As described in Section B.4.1.B, C.3.1 and C.3.2)	\$____per Table top exercise	4	\$_____
Grand Total for B.4.8				\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of Homeland Security and the Emergency Management Agency (HSEMA) is seeking a Contractor to provide consulting services to design, develop, conduct and evaluate the preparedness exercises provided to HSEMA. Preparedness exercises may take a variety of forms, which can be combined or modified to meet specific needs. The purpose of these exercises is to establish a clear mutual understanding of the expectations for future District operations in order to promote a cohesive and well-coordinated response to disastrous events. HSEMA adheres to the Homeland Security Exercise and Evaluation Program (HSEEP) policy and doctrine the following types of exercises are recognized:

1. Discussion-Based Exercises:
 - i. Seminars
 - ii. Workshops
 - iii. Tabletop Exercises (TTX)
 - iv. Games

2. Operations-Based Exercises
 - i. Drills
 - ii. Functional Exercises (FE)
 - iii. Full-Scale Exercises (FSE)

C.1.1 During the term of the contract, support will include the following tasks associated with the design, development, conduct, and evaluation of preparedness exercises. The contractor shall provide the necessary labor, equipment, and materials to perform the work and deliver products as described above.

- i.** Work Planning
- ii.** Program and task management
- iii.** Review of plans, policies, procedures, protocols, authorities and strategies related to exercise design, development, conduct, evaluation, and improvement planning.
- iv.** Defining the scope of preparedness exercises
- v.** Developing exercise schedules.
- vi.** Identifying exercise resources
- vii.** Defining exercise scope, capabilities, tasks, and objectives.
- viii.** Identifying Exercise Evaluation Guidelines (EEGs) to be used for exercise evaluation.
- ix.** Development and conduct of exercise planning conferences.
- x.** Development of comprehensive, capabilities and objectives-based exercise scenarios.
- xi.** Design, development, conduct, and evaluation of

- xii. Design and development, and production of exercise documentation.
- xiii. Preparation of exercise sites and facilities.
- xiv. Identification and management of exercise logistics.
- xv. Provide exercise control.
- xvi. Provide exercise simulation cells.
- xvii. Provide exercise data collection and evaluation.
- xviii. Identify, train, and support exercise control staff, evaluation staff, and participants.
- xix. Provide exercise evaluation and associated documentation.
- xx. Develop after-action reports including improvement plans.
- xxi. Conduct after-action conferences.

C.1.2 These exercises shall include one Senior Leaders Seminar/Tabletop, two (2) Field exercises, Two (2) Command Center Functional exercise using the No Notice Approach, and three (3) Large Workshop/Tabletop exercise. In support of the corrective action and Improvement Plans program, DCEMA is requesting support to develop after action reports for 4 events during the period of performance which can include a mix of both special events and local responses. These after action reports are in addition to the exercise after action reports, which must be completed for each of the above-mentioned exercises.

C.1.3 The purpose of these exercises is to test new processes and procedures, review existing responsibilities and roles, and build relationships with federal, state, and local stakeholders that the District works with during emergency responses. These exercises will build upon the knowledge developed during previous exercises, the results of disasters within the District, and post-September 11th (911) evaluations and EPC planning meetings.

C.1.4 The scope of the Exercises will address issues and include players from primarily District Agencies and also from regional and national levels of government. Specifically, the exercises will be designed to enhance understanding of roles and responsibilities; internal and external communication and coordination processes; promote operational effectiveness; and improve the overall readiness capabilities of District Agencies associated with emergency situations.

C.1.5 Applicable Documents

Agency/Organization	Plan	Date
DCEMA	District Response Plan http://dcema.dc.gov/info/drp.shtm	April 2002
Metropolitan Washington Council of Governments (COG)	Regional Emergency Coordination Plan http://www.mwcog.org/homelandplan/april10.htm	April 10, 2002

Metropolitan Washington Council of Governments (COG)	Regional Emergency Coordination Plan http://www.mwcog.org/homeland_plan/april10.htm	April 10, 2002
DCEMA	District of Columbia Hazard Mitigation Plan	Jan. 2000
DCEMA	Community Cluster Plans	Jan. 2003
FEMA	National Response Plan http://www.dhs.gov/xprepresp/committees/editorial_0566.shtm	May 25, 2006
COG	Regional Emergency Response Plan	Nov. 2002

C.1.6 DEFINITIONS

TERM	DEFINITION
C.1.6.1 After-Action Report	The report will be prepared to capture the results of each session. The report will categorize for each Emergency Support Function identified in the District Response Plan.
C.1.6.2 COG	Metropolitan Council of Governments: A regional organization of Metropolitan Washington area local governments composed of 18 local governments surrounding our nation's capital, plus area members of the Maryland and Virginia legislatures, the U.S. Senate, and the U.S. House of Representatives, that supports the response and recovery from major disasters and emergency situations.
C.1.6.3 COTR	Contracting Officer's Technical Representative
C.1.6.4 Full-Scale Exercises	A full-scale exercise is intended to evaluate the operational capability of emergency management systems in an interactive manner over a substantial period of time.
C.1.6.5 Functional Exercises	These exercises are fully simulated, using messages that can be either written, or transmitted by telephone or radio, or both. The functional exercise creates stress by increasing the frequency of messages, intensity of activity, the complexity of decisions, and/or the requirements for coordination. The problems the messages/directives evoke are complex and realistic. Responses must be rapid and effective.
C.1.6.6 Hazard	Phenomenon of nature or caused by human activity whose occurrence poses danger for persons, property, installations, and the environment.
C.1.6.7 Mitigation	Those activities designed to alleviate or reduce the effects of a major disaster or emergency or long-term activities to minimize the potentially adverse effects of future disasters in affected areas.
C.1.6.8 Preparedness	Plans, training, exercises, and resources developed prior to a disaster/emergency that are used to support and enhance mitigation or, response to, and recovery from disasters and emergencies.

C.1.6.9 Primary Agency	An agency designated on the basis of its authorities, resources, and capabilities in the particular functional area it is leading to support disaster response operations and other events under the directions and framework established under the District Response Plan or other response plans. An agency designated as an Emergency Support Function primary agency serves as an executive agent under the mayor to accomplish the ESF mission.
C.1.6.10 Recovery	Activities and traditionally associated with providing Federal supplemental disaster relief assistance under a Presidential major disaster declaration.
C.1.6.11 Response	Activities to address the immediate and short-term effects of an emergency or disaster.
C.1.6.12 Risk Assessment	The combination of vulnerability analysis and risk analysis. The determination and presentation (usually in quantitative form) of the potential hazards, and the likelihood and the extent of harm that may result from these hazards.
C.1.6.13 Scenario Briefings	The briefings update participants on current damage information, and preparedness or response activities that are occurring.
C.1.6.14 Simulation Cell	A tool to create the perception of a situation, event, or environment which will evoke responses similar to those that a real emergency would prompt.
C.1.6.15 Situation Pamphlet:	Tells the story of the scenario, including graphics supporting the scenario, and questions focusing on key issues to spur discussion.
C.1.6.16 Situation report	The result of research on the scenario and provides a snapshot in time as to the damage, and preparedness and response activities occurring at different stages in the exercise.
C.1.6.17 Support Agency	Those agencies designated to support the primary agency in a specific ESF.
C.1.6.18 Surrounding Jurisdictions	Local and state government entities in the Metropolitan Washington Area who may assist and coordinate with the District during or before a potential or actual emergency.
C.1.6.19 Tabletop Exercise	A group discussion, led by a facilitator, utilizing a written scenario narrative and a set of problem statements, directed messages, or prepared questions designed to test and evaluate a local plan.
C.1.6.20 Exercise Website	A website will be developed and maintained for 9 months after the kickoff meeting to include, on-line registration, posting of documents prior to the exercise including the player's guide, agenda and objectives and a secure area for the planning team to review participants and speakers participation status.

C.2 BACKGROUND

- C.2.1** The District is a unique governmental entity in the United States. It is simultaneously considered a city, and a federal entity with many strong connections to the institutions of our national government. The White House, the Capitol, the Supreme Court, and dozens of federal agencies lie within the physical boundaries of the District. The Washington Monument, Lincoln Memorial, and other key symbols of our nation's history and culture reside here. With its government institutions, defense interests, tourist attractions, and natural environment, the District is a unique and visible symbol of America; highly visible, with the potential to be vulnerable.
- C.2.2** The District has the potential to be vulnerable to numerous types of weapons of mass destruction including chemical, biological, radiological, nuclear and explosive attacks. The District can manage many disaster situations with internal resources; however, there are possible incidents that may overwhelm its assets and capabilities.
- C.2.3** On September 19, 2001, Mayor's Order 2001-142, established the "Mayor's Domestic Preparedness Task Force" to examine the response to the September 11th attacks. The tasks and structure of the Task Force evolved into the Mayor's Emergency Preparedness Council (EPC) with Mayor's Order 2001-001, but the overarching goals remained the same:
- C.2.3.1** To continually re-examine the overall state of emergency and disaster readiness on the District of Columbia;
 - C.2.3.2** Provide a consistent network of District agency expertise to make the District of Columbia Government a national leader in comprehensive emergency management; and,
 - C.2.3.3** Make recommendations on improving District planning for, mitigation against, response to, and recovery from terrorist incidents and threats.
- C.2.4** The District of Columbia's HSEMA is staffed 24 hours a day, 365 days a year. Members of the agency's operations staff monitor all activity in the city, including weather conditions, fire and other emergencies, and special events including marches, rallies, and demonstrations. HSEMA provides coordination and support of the city's response to emergencies and disasters of all types, both natural and manmade.
- C.2.5** The mission of the Homeland Security and Emergency Management Agency is to reduce the loss of life and property and protect citizens and institutions from all hazards by operating and maintaining a comprehensive all-hazard community-based, state-of-the-art emergency management infrastructure. This is accomplished by:

- 1) Developing plans and procedures to ensure emergency response and recovery capabilities for all emergencies and disasters;
- 2) Coordinating emergency resources for emergencies and disaster incidents;
- 3) Providing training for all emergency first responders, city employees, and the public;
- 4) Conducting exercises; and
- 5) Coordinating all major special events and street closings.

C.2.6 In addition, in furtherance of its mission, HSEMA also:

- 1) Serves as the central communications point during regional emergencies;
- 2) Conducts an assessment of resources and capabilities for emergencies;
- 3) Provides public awareness and outreach programs, and
- 4) Provides 24-hour Emergency Operations center capabilities.

C.2.7 In carrying out its mission the agency works closely with other emergency response agencies, including the Metropolitan Police Department, the District of Columbia Department of Fire and Emergency Medical Services, the District of Columbia Department of Health and other District and federal agencies, as well as with the major utility companies and non-profit and volunteer organizations such as the Red Cross and the Salvation Army.

C.2.8 Over 30,000 District Employees are available to support disasters and respond to national emergencies. These employees are lead by the Mayor, his executive staff as well as the executive staff at each agency included in the District Response Plan. The District also works closely with Maryland and Virginia as well as the Federal government in emergencies that require resources beyond their current capabilities and incidents that require communication and collaboration with neighboring states and Jurisdictions.

C.3 REQUIREMENTS

C.3.1 The District of Columbia HSEMA seeks to establish an integrated training and exercise program that is based on risk, achieves the goals of the District's Homeland Security strategy, and tests priority capability levels. To do this effectively, the contractor shall meet the following requirements:

C.3.1.1 The contractor shall develop a comprehensive training and exercise plan and then execute the exercise components of that plan over the course of the period of performance.

C.3.1.2 The contractor shall develop a five-year training and exercise strategy by working with HSEMA to develop a strategy for conducting training and exercises on priority capabilities that are designed to reduce risk and achieve the District's homeland security goals and objectives. HSEMA

will provide the District's homeland security strategy and most recent risk data to the contractor to devise the training and exercise strategy.

- C.3.1.3** The Contractor shall develop five-year training and exercise schedule based on the training and exercise strategy, the contractor shall devise a corresponding schedule for the subsequent two years.
- C.3.1.4** The Contractor shall design and conduct operational and discussion-based exercises. The number of exercise shall be determined in the project plan, after the strategy is developed.
- C.3.1.5** The Contractor shall assist HSEMA in identifying and/or developing objectives.
- C.3.1.6** The Contractor shall develop exercise scenarios that accurately portray the conditions necessary for exercise conduct, and allow for the accomplishment of identified capabilities, tasks, and objectives.
- C.3.1.7** The Contractor shall design exercise control and simulation components consistent with the HSEEP. Exercise control and simulation components shall complement the scenario and drive the achievement of exercise goals and objectives.
- C.3.1.8** The Contractor shall develop, distribute, collect, and analyze all appropriate exercise evaluation materials for each exercise in accordance with the HSEEP.
- C.3.1.9** The Contractor shall develop a POC list for each exercise tasked under this SOW.
- C.3.1.10** The Contractor shall be prepared and equipped to facilitate and conduct all exercise conferences, and events as outlined in the HSEEP. This support shall include, at a minimum, providing a lead facilitator or multiple facilitators for events with break-out sessions.
- C.3.1.11** The Contractor shall develop written agendas, presentations, and briefing materials for all exercise planning conferences, and events as outlined in the HSEEP.
- C.3.1.12** The Contractor shall prepare lists of recommended attendees and letters of invitation in conjunction with the exercise planning team.
- C.3.1.13** The Contractor shall conduct a kick-off meeting with HSEMA as well as the key personnel that the contractor will assign to this contract. The meeting will start the process of identifying and developing objectives for both discussion and operational exercises.
- C.3.1.14** The Contractor shall prepare minutes for all meetings, conferences and events. Minutes shall include the attendance roster, agenda, discussion topics, recommendations, decisions, action items with due dates, and all handouts.

- C.3.1.15** The Contractor shall develop and provide multimedia presentations for planning meetings, conferences and events including discussion- and operations-based exercises. Presentations will be tailored to the specific meeting, conference, event objectives, issues, and exercise scenario.
- C.3.1.16** The Contractor shall prepare a read-ahead package for each meeting, conference, or event.
- C.3.1.17** The Contractor shall provide personnel and equipment including multimedia presentation equipment to support all planning meetings, conferences or events, and exercises.
- C.3.1.18** The Contractor shall be required to arrange for meeting, conference, and event facilities, audio-visual equipment, copiers, or to procure other equipment and supplies to support administrative and technical aspects of the meetings, conferences, and events, especially for those activities occurring outside of government facilities.
- C.3.1.19** The Contractor shall assist in the preparation of exercise sites and facilities as well as the coordination of exercise-related logistics.
- C.3.1.20** The Contractor shall conduct operations-based exercises that are consistent with the HSEEP.
- C.3.1.21** The Contractor shall provide multimedia presentations to support exercise activities.
- C.3.1.22** The Contractor shall develop the Exercise Plan.
- C.3.1.23** The Contractor shall develop the Controller/Evaluator Handbook.
- C.3.1.24** The Contractor shall provide a Master Scenario Events List (MSEL).
- C.3.1.26** The Contractor shall provide the personnel to act as controllers for each exercise.
- C.3.1.27** The Contractor shall submit an After-Action Report/Improvement Plan (AAR/IP), including entering data into DHS's Corrective Action Program System.
- C.3.1.28** The Contractor shall provide simulated victims (role players) for operations- based exercises.
- C.3.1.29** The Contractor shall provide moulage for operations-based exercises.
- C.3.1.30** The Contractor shall provide Exercise Participant Badges.

C.3.2 Task Requirements

- C.3.2.1** The Contractor shall provide monthly updates to the COTR and shall prepare and deliver minutes for all meetings within two business days of the event.
- C.3.2.2** The Contractor shall maintain an exercise website to support the exercise program, with a public page, an exercise registration feature, and a password-protected page for exchange of exercise documents among exercise planners.
- C.3.2.3** The Contractor shall prepare and deliver monthly progress reports on the 10th business day of each month which include, at a minimum, the following information:
 - i.** A summary of key work performed during the monthly period on the task area by deliverable(s).
 - ii.** Key issues and problems identified by task.
 - iii.** Scheduled work for the upcoming period by task.
- C.3.2.4** The Contractor will provide all documents to be distributed externally to HSEMA at least three business days in advance, for review and comment, before they are disseminated externally.
- C.3.2.5** The Contractor shall provide a Project Plan to HSEMA, which shall detail the methodology employed and the processes (tasks, subtasks, etc.) to be undertaken, the level of effort for each process, and the timelines, project milestones, cost estimates and delivery dates for performance of each task identified in the Project Plan. The Project Plan shall be approved by HSEMA to ensure project expectations/requirements are clearly understood before the start of performance.
- C.3.2.6** The Contractor shall assign full-time key personnel for the duration of the task order period of performance and provide resumes for these personnel. Key personnel shall include, but not be limited to the project manager and senior technical personnel who will be essential to completing the work. The contractor agrees that such personnel shall not be removed, diverted, or replaced from work without the [advanced notice to and approval of the COTR].
- C.3.2.7** The Contractor shall if or when needed replace personnel with people that possess, at a minimum, equal experience, qualifications and capabilities of the personnel to be replaced.
- C.3.2.8** The Contractor shall request approval from the COTR for all personnel substitutions. All requests for approval of substitutions in personnel shall be submitted in writing to the COTR within 30 calendar days prior to making any change in key personnel. The request shall provide

a detailed explanation of the circumstances necessitating the proposed substitution.

- C.3.2.9** The Contractor shall submit a complete resume for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the COTR needed to approve or disapprove the proposed substitution. The COTR shall evaluate such requests and promptly notify the contractor of approval or disapproval.

C.3.3 CORPORATE EXPERIENCE

- C.3.3.1** The Contractor shall have experience in fulfilling the technical requirements of contracts of similar size and scope to that specified in this Scope of Work.
- C.3.3.2** The Contractor shall submit for review and inspection no less than three recently completed: After Action Reports that conform to Homeland Security Exercise and Evaluation Program requirements.

C.3.4 DEMONSTRATED QUALIFICATIONS OF PERSONNEL

- C.3.4.1** The Contractor shall possess a strong general knowledge of current federal Weapons of Mass Destruction (WMD) programs, policies, procedures, and grant initiatives. In addition, this person must have excellent communications, computer software skills, administrative skills and project management skills.
- C.3.4.2** The Contractor shall have knowledge of the US Department of Homeland Security's current grant programs.
- C.3.4.3** The Contractor shall possess:
 - C.3.4.3.1** Two or more years in emergency management, public safety or a related discipline;
 - C.3.4.3.2** Actual professional experience in the management of emergency response operations;
 - C.3.4.3.3** Strong Interpersonal skills and an ability to work in a team environment;
 - C.3.4.3.4** Demonstrated success in interaction with peers and senior leaders

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant 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.

SECTION E: INSPECTION AND ACCEPTANCE:

The inspection and acceptance requirements for the resultant 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.

SECTION F: PERIOD OF PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a base period of 12 months, from date of award specified on the cover page of the contract, with four (4) option years to cover maintenance, service and system support.

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 a 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 the option to extend, the contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in 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.5 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.3.2.5 C.3.1.1	Project Plan	1	1 hard copy as well as a soft copy CD	7 business days after kickoff meeting	COTR
C.3.2.3	Monthly Progress Reports	1	1 hard copy as well as a soft copy CD	10 th business day of each month	COTR
C.3.1.13	Kickoff Meeting	1		7 business days after award	COTR
C.3.1.2	Task 1. Develop a five-year training and exercise	1	1 hard copy as well as a soft copy CD	90 calendar days after award	COTR

	strategy				
C.3.1.3	Task 2. Devise a five-year training and exercise schedule	1	1 hard copy as well as a soft copy CD	30 calendar days after Task 1 delivery	COTR
C.3.1.9	POC list for each exercise tasked	1	1 hard copy as well as a soft copy CD	30 calendar days before the task	COTR
C.3.1.11	Written agendas, presentations and briefing material for each exercise, planning conference and event outlined in HSEEP	1	1 hard copy as well as a soft copy CD	30 calendar days before the task	COTR
C.3.1.27	After-Action Report	1	1 hard copy as well as a soft copy CD	15 calendar days after the task	COTR
C.3.2.4	All documents to be distributed externally to HSEMA for review and comments	1	1 hard copy as well as a soft copy CD	3 business days in advance of the distribution externally.	COTR

SECTION G: CONTRACT ADMINISTRATION DATA:

G.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1 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 on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.9 below.

The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 441 – 4th Street, NW, Suite 960 North
Washington, DC 20001
Telephone: 202-727-6508

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal Tax ID, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number, block number two (2) and encumbrance number, and block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

G.2.2.3 Description, price, quantity, and the date(s) that the supplies/services were actually delivered and/or performed.

G.2.2.4 Other supporting documentation or information, as required by the contracting officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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

G.3 METHOD OF PAYMENT:

The method of payment shall be based upon a firm fixed rate plus a fixed labor rate set forth in the contractor's pricing schedule. Installments shall be based on the Contractor's milestone schedule proposed each month with ten percent (10%) withholdings. Payment is dependent on the District's approval and acceptance of milestones identified in the project schedule due within ten (10) calendar days of the contract award (see Section F.3 for deliverables).

G.3.1 For each invoice, the District shall withhold 10% as surety for successful implementation and operation of the system for at least three months after each milestone implementation date. If, for example, the project begins on October 1, 2004, the first milestone payment is made three months after the start of the project. The 10% withholding would be paid at the end of the three-month successful operation period. The last payment will be made after a three-month stabilization and customer acceptance period.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.4.3 Notwithstanding an assignment of 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:

G.4.4 Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____ (name and address of assignee).

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 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:

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

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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.5.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.5.2.3 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.5.2.4 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 CONTRACTING OFFICER (CO):

G.6.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. William Sharp, Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, NW, Suite 930 South
Washington, DC 20001

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- a) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- b) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The

COTR for this contract is:

Name:

Title:

Agency:

Address

Telephone:

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 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 Number 05-2103 Rev(4) 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.02 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 Contracting Officer 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the 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.2.4) in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.5.2.2 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 each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- H.5.3.1** Number of employees needed;
- H.5.3.2** Number of current employees transferred;
- H.5.3.3** Number of new job openings created;
- H.5.3.4** Number of job openings listed with DOES;
- H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.5.3.6.1** Name;
 - H.5.3.6.2** Social security number;
 - H.5.3.6.3** Job title;
 - H.5.3.6.4** Hire date;
 - H.5.3.6.5** Residence; and
 - H.5.3.6.6** 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:

- H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:
 - H.5.5.2.1** Material supporting a good faith effort to comply;
 - H.5.5.2.2** Referrals provided by DOES and other referral sources;
 - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and,
 - H.5.5.2.4** Any documentation supporting the waiver request pursuant to Section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.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 Contracting Officer 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 the contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

During the performance of the 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 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 program and activities. See 29 U.S.C. §794 *et seq.*

H.9 CONTRACTOR RESPONSIBILITIES

H.9.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

H.9.2 During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.

H.9.3 Unless otherwise approved, work must be performed on the Contractor's premise. Unless otherwise specified, contractor staff shall work during normal business hours. Normal working hours are from 8:30am to 5:30pm each business day.

H.9.4 The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.

H.9.5 All invoices shall be submitted for certification to the COTR.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 HSEMA will provide the District's homeland security strategy and most recent risk data to the contractor to devise the training and exercise strategy.

H.11 LIVING WAGE NOTICE

NOTICE

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage \$11.75 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 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 residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care

organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

H.11.1 LIVING WAGE – WAY TO WORK AMENDMENT ACT OF 2006

- H.11.1.1** Except as described in H.10.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.11.1.2** 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.11.1.3** 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.11.1.4** The Department of Employment Services 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.11.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.09 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.09 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.11.1.6 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.11.1.7 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.11.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.11.1.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.11.1.8.2 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;

H.11.1.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.11.1.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.11.1.8.5 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;

H.11.1.8.6 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;

H.11.1.8.7 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;

H.11.1.8.8 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));

H.11.1.8.9 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,

H.11.1.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.11.2 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.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.1 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 resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 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 Contracting Officer 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

I.6.1 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 Contracting Officer. 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

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1.1 Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.

I.8.1.2 Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for both bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.

I.8.1.3 Worker's Compensation Insurance: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times according to the statutes of the District of Columbia, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000.00 per employee for disease, \$500,000.00 policy limit disease.

I.8.1.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).

I.8.1.5 Property Damage: The Contractor shall carry property damage insurance of at least \$20,000.00 per occurrence.

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.03. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

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 Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

- J.01** Standard Contract Provisions dated March 2007
- J.02** Wage Determination Number 05-2103 Rev(4)
- J.03** E.E.O. Information and Mayor's Order 85-85
- J.04** Tax Certification Affidavit
- J.05** First Source Employment Agreement
- J.06** Cost/Price Data Package
- J.07** Previous Experience
- J.08** Past Performance
- J.09** Living Wage Act of 2006

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

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

- an individual,
- a joint venture, or
- a corporation registered for business in _____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	Excluded End Products
_____	Country of Origin

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer, 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 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

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, e-mail, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCBN-2007-R-7014.**"

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 program supplies and services 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 representation of the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS.

L.3.1 Proposal Submission

Proposals must be submitted no later than November 26, 2007, 2:00 PM EST. 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 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.3.2 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.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 PROPOSAL ORGANIZATION AND CONTENT

L.4.1 “Price Proposal”: The “Price Proposal” shall include the annual price escalator for the base year and option years should be included.

L.4.2 “Technical Proposal”: Offerors shall submit an original and three copies. Offerors should organize their submission in the sequence discussed below. Brief and succinct proposals which address the District’s requirements are likely to receive stronger consideration.

L.4.3 Experience and Past Performance

Describe specific capabilities of your firm, particularly in terms of the develop of comprehensive training and exercise plan and then execute the exercise components of that plan over the course of the period of performance dating back at least 5 years.

L.4.3.1 Provide a list of major customer that you have provided After Action Reports that conform to Homeland Security Exercise and Evaluation Program requirements that your firm has created on a national level, including the District of Columbia. Describe in detail your firm’s approach to design, development, staffing and operating of these security exercises. Limit the requested list and associated descriptions to your five most notable and applicable projects. Highlight any projects in the law enforcement or intelligence sectors.

L.4.3.2 Provide proof of actual professional experience in the management of emergency response operations.

L.4.4 Skill and Knowledge

L.4.4.1 Provide an organization chart documenting your team, indicating the intended role of key personnel. In addition, Offeror shall provide the qualifications, background and resumes for staff, particularly key personnel who will work on this project. Indicate the percentage of time proposed personnel, including key personnel, will be devoted to this project. Provide position descriptions to demonstrate the Offeror’s awareness of skill sets, responsibilities and workloads associated with fulfilling the requirements of Section C.

L.4.4.2 Identify staffing skills and number of persons possessing a strong knowledge of current federal Weapons of Mass Destruction (WMD) programs, policies, procedures, and grant initiatives.

L.4.5 Technical Approach:

- L.4.5.1** In the Technical Approach section, Offeror shall describe their technical approach to design, development, conducting and evaluating comprehensive exercises and correctional action programs.
- L.4.5.2** Offeror shall provide information on how their proposed plan conforms to HSEEP policy and doctrine, as well as industry standards and best practice models.

L.5 PRE-PROPOSAL CONFERENCE

- L.5.1** The pre-proposal conference will be held on October 24, 2007 at 10:00 AM, at the Judiciary Square Building 441-4th Street, NW, Suite 720 South. Offerors are requested to submit, in writing (e-mail responses are acceptable), the number of attendees from their company and the names of the representatives attending.
- L.5.2** The prospective Offeror is requested to submit, in writing, questions relating to the **CONTRACT five (5)** calendar days prior to the pre-proposal conference date and time indicated for this solicitation.
- L.5.3** If an Offeror has any additional questions relative to this solicitation, the contractor shall submit the questions in writing to the Contact Person, identified on page one, no later than **ten (10) calendar days** prior to the closing date and time indicated for this solicitation.
- L.5.4** 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 Offeror. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 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 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.7 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 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.

L.7.2 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District 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.7.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or

should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 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.13 PROPOSAL PRICE

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

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions

from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that 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 Section 2-534(a)(1).

L.14.1 If a Offeror has any additional questions relative to this solicitation, the Offeror shall submit the questions in writing to the Contact Person, identified on page one, no later than **ten (10) calendar days** prior to the closing date and time indicated for this solicitation.

L.14.2 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 Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.15 CERTIFICATES OF INSURANCE

The Offeror shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

William Sharp
Contracting Officer
Office of Contracting and Procurement (OCP)
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone Number: (202) 727-0252

L.16 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 telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 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 provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer 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 Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.18.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.18.2** 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 (2001), 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.18.3** 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.19 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors 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.20 STANDARDS OF RESPONSIBILITY

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

- L.20.1** Evidence of adequate financial resources, credit or the ability to obtain

such resources as required during the performance of the contract.

- L.20.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.20.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.20.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.
- L.20.9** The proposal should include rate for onsite work where District provides space and supporting equipment (telephones, network, access, etc.) Contractor shall also incur costs, not to exceed \$200 per month, for public transportation as required by contractor staff members as needed to respond to trouble calls and attend meetings as needed.

M EVALUATION FOR AWARD

M.1 It is vital that the contractor has: 1) a broad knowledge of the Emergency Management programs, as well as a broad knowledge of the responsibilities of the public safety and health agencies within the District government; 2) experience in developing exercise materials; 3) knowledge of District programs in order to provide adequate information as well as answer any questions pertaining to the District of Columbia Government; and 4) contractor must possess strong communication, community planning and meeting coordination skills.

M.1.1 The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores 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.1.2 The Emergency Management Agency's evaluation team will evaluate the proposals based on the following selection criteria (listed in order of importance).

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies, which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements.
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.3 EVALUATION STANDARDS

M.3.1 The District will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

M.4 PREFERENCE FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESSES OWNERSHIP OR BUSINESSES OPERATION IN AN ENTERPRISE ZONE

a. General Preferences

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences

by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.5 EVALUATION CRITERIA

<u>Item</u>	<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1	Experience and Past Performance:	45%
2	Price	15%
3	Skills and Knowledge	20%
5	Technical Approach	20%
	*LSDBE	12
	TOTALS	112

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

M.6 PRICE CRITERIA (15Points)

The price evaluation will be objective. The Offeror with the lowest price 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 15 \text{ weight} = \text{Evaluated price score}$$

M.7 TECHNICAL CRITERIA (65 Points)

M.7.1 Past Performance (45 Points)

Description: This factor considers Offeror’s past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of Offeror’s performance. Sub factors listed in descending order of importance include:

The standard is met when:

- a) The Offeror provides references for all contracts in which the Offeror has performed similar work in the past five (5) years. Work is similar, if

the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in C.3; and

- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the Offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form.

M.7.2 Technical Approach (20 points)

M.5.2.1 Description: This factor considers the Technical Approach and proposed technical plan to perform the requirements set forth in Section C, including an assessment of the Offeror's service description, service delivery, and knowledge of the population to be served. The following sub factors are listed in descending order of importance:

M.5.2.2 The Offeror's understanding of the technical components of the requirements and demonstrated awareness of the scope and complexity of the services to be provided as evident through the narrative description provided in the technical

M.5.2.3 Supporting information to establish the extent to which the proposed plan and methodology conforms to industry standards and best practice models.

M.5.2.4 The realism and reasonableness of timelines given the complexity of the project while balancing this against the need to demonstrate sufficient aggressiveness given the District's external pressures and liability risks.

M.5.3 Technical Expertise (20 points)

Description: This factor considers the technical capacity and expertise to be accessed and provided by offeror to perform the District's requirements as described in Section C of this solicitation. The sub factors are as follows listed in the descending order of importance:

M.5.3.1 All components of offeror's staff and staff related activities; including, offeror's organizational structure, the qualifications and expertise of offeror's proposed staff, and offeror's staff development initiatives will be evaluated to assess each staffing component, together and independently, and the importance of the interrelationships of each component toward meeting the service requirements.

- M.5.3.2** The adequacy and appropriateness of the offeror’s technical capacity to perform the required services as described in C.3, including offeror’s quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This entails an examination of the offeror’s description of its overall contribution and plan of utilization relating to its techniques and processes in attaining the successful fulfillment of the requirements.
- M.5.3.4** The adequacy of the offeror’s description and accompanying explanation of its system to identify and measure service delivery outcomes that demonstrate an understanding of the technical requirements relevant to the population to be served and the desired objectives.
- M.5.3.5** An assessment of the offeror’s demonstrated knowledge and ability to schedule, coordinate and execute service delivery requirement and to comply with District performance reporting standards and requirements.

M.6 PRICE CRITERIA (15 Points)

M.6.1 The price evaluation will be objective. The offeror with the lowest ceiling price with a realistic level of effort 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 15 = \text{Evaluated price score}$$

M.7 TOTAL POINTS

M.7.1	MAXIMUM TECHNICAL AND PRICE POINTS	(100 Points)
M.7.2	MAXIMUM PREFERENCE POINTS	(12 Points)
M.7.2.1	Local Business Enterprise	(2 Points)
M.7.2.2	Small Business Enterprise	(3 Points)
M.7.2.3	Resident Business Ownership	(5 Points)
M.7.2.4	Disadvantaged Business Enterprise	(2 Points)
M.7.2.5	Enterprise Zone	(2 Points)
M.7.2.6	Longtime Resident Business	(10 Points)

M.7.3 TOTAL MAXIMUM POINTS POSSIBLE (112 Points)

M.8 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price 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.9 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.9.1 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.9.2 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.