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|--|--|--|---|--|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption Command Training Center | | Page of Pages 1 50 | |
| 2. Contract Number | 3. Solicitation Number DCFB-2009-R-7004 | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source | 5. Date Issued 5/18/2009 | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside | |
| 7. Issued by: Office of Contracting and Procurement 440 4th Street, NW., Suite 700 South Washington, DC 20001 | | | 8. Address Offer to: Office of Contracting and Procurement 440 4th Street, NW., Suite 703 South, Bid Room Washington, DC 20001 | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |

SOLICITATION

9. Sealed offers in original and 3 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
441 4th Street NW, Suite 703S, Bid Room, Washington,
bid counter located at DC until 2:00PM EST local time June 17, 2009
(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 Shafiq Choudhary | B. Telephone (Area Code) 202 (Number) 724-5116 (Ext) | C. E-mail Address shafiq.choudhary@dc.gov |
|-----------------------------|-----------------------------|---|---|

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OFFER

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

13. Discount for Prompt Payment
 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

| | | | |
|--|--|---------------|----------------|
| 15B. Telephone (Area Code) (Number) (Ext) | 15 C. Check if remittance address is different from above - Refer to Section G | 17. Signature | 18. Offer Date |
|--|--|---------------|----------------|

AWARD (TO BE COMPLETED BY GOVERNMENT)

| | | |
|---|---|----------------------------------|
| 19. Accepted as to Items Numbered | 20. Amount | 21. Accounting and Appropriation |
| | | |
| 22. Name of Contracting Officer (Type or Print) | 23. Signature of Contracting Officer (District of Columbia) | 24. Award Date |
| | | |

SECTION B: SUPPLIES OR SERVICES AND COSTS/PRICES

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of Fire and EMS, seeks a contractor to develop the materials necessary and conceptual design work for the Command Training Center housed in the Patricia Harris School Complex located at Livingston Road and South Capitol Streets SE, Washington DC 20003.

B.2 REQUIREMENTS TYPE CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate 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 which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.3 PRICE SCHEDULE

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit | Estimated Quantity | Total Estimated Price |
|-------------------------------|--|----------------|--------------------|-----------------------|
| 0001 | The contractor shall provide design of the prototype Command Training Center (CTC) facility, including determination of appropriate software, computer hardware and projection screens, and other equipment needed to support the intended simulation-based command training, in accordance with the Section C of this solicitation. | \$_____ | 1 Project | \$_____ |
| Grand Total for B.3 | | | | \$_____ |

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of Fire and EMS, is seeking a contractor with national footprint and at least 5 years of experience in providing comprehensive Fire and EMS training program development. The contractor shall provide design of the prototype Command Training Center (CTC) facility, including determination of appropriate software, computer hardware and projection screens, and other equipment needed to support the intended simulation-based command training.

The Contractor shall coordinate the development of all services from current status to full start up. During the development period, the Contractor shall document all service requests, schedules, and work orders.

C.1.1 APPLICABLE DOCUMENTS

| Document No. | Document Type | Title | Version |
|---------------------|----------------------|--|----------------|
| 1 | Guidance | Homeland Security Presidential Directive 5/ Management of Domestic Incidents | Feb 28, 2003 |
| 2 | Guidance | National Incident Management System | Mar 1, 2004 |
| 3 | Guidance | Fire and Rescue Mutual Aid Operations Plan | Jan 15, 2009 |
| | | | |

C.2 BACKGROUND

C.2.1 Current Department of Homeland Security (DHS) National Incident Management System/Incident Command System (NIMS/ICS) training strategies very effectively address the complex command challenges of large scale incidents and incidents of national significance, such as large wild land fires, major hurricane recovery operations, and terrorist tragedies such as the world trade center collapse. These and many other large incidents, ranging from type 1 to type 3 incidents, require professional coordination and management of a very large number of resources, often address a multitude of hazards and many concurrent subordinate incident control operations, and can last many days or weeks, or even months before incident response is completed.

C.2.2 Most current DHS ICS training focuses on these larger incidents. The training is characterized by large incident simulations and by detailed instruction in using ICS with large numbers of resources. The emphasis is on features of ICS that are primarily used only in large incidents, such as operational period nomenclature, full command team activation, complex chains of command and role/responsibility delineations, data forms and data management tools, multi-agency communication hierarchies, and higher level coordination techniques to team manage multiple concurrent operations.

- C.2.3** The extensive systems instruction currently used in ICS training is important, and is critical for preparing senior command officers to participate in the command of large scale responses to types 1, 2, and 3 level incidents.
- C.2.4** But this systems management approach to ICS training does not as effectively address all the training needs of lower level command officers who are responsible for commanding the response to smaller type 4 and type 5 level incidents. This is because command of smaller incidents is a different kind of job. Smaller incidents require command officers to perform most of the command functions themselves at the same time (functions that are divided among many in a command team at larger incidents) and smaller incident command has a greater focus on incident-specific tactical decision-making than does command of larger incidents, which takes a more systematic approach to management.

C.2.5 *The Challenge of ICS instruction for Type 4 and Type 5 incidents*

- C.2.5.1** Unlike response to larger incidents, response to type 4 and 5 incidents is characterized by much smaller numbers of resources to command, a much smaller command structure with most of the command functions performed by the incident commander directly, shorter incident times with all operations completed within one operational period, and command decisions that are much more integrated into immediate incident-specific tactical decision-making. Many of the features of ICS that are presently taught for larger incident response (operational period nomenclature, ICS forms and data management tools, full command team activation, etc) are not used in smaller incidents and should not be the main focus of ICS training for type 4 and 5 incidents.
- C.2.5.2** Instead, commanders for type 4 and 5 incidents need training that focuses on skill building in balancing all command responsibilities concurrently by themselves in running small incidents and in integrating ICS and resource allocation with rapid and on-going street level incident assessment and decision-making for the full range of commonly occurring type 4 and 5 incidents. The current national problems are (1) that many officers responsible for commanding response to type 4 and 5 incidents do not have the skills or sufficient training to do that job, and (2) through inexperience and lack of training in using ICS for smaller incidents, ICS is either not used at all or is used improperly in type 4 and 5 incidents. This problem is exacerbated by the reduced number of calls nationally, resulting in reduced levels of experience of younger command officers as they are promoted to positions responsible for response to type 4 and 5 incidents.
- C.2.5.3** As a result, there is actually an emerging competency gap across the nation for using ICS properly in commanding the smaller level incidents. This is significant because type 4 and 5 incidents form an estimated 90% of all response calls, so a deficiency in the use of ICS properly at such incidents both puts the public at unnecessary risk during those incidents and also reduces the local capability to perform subordinate roles effectively at larger incidents in

which more extensive use of ICS is necessary. It is this growing national problem that this cooperative agreement is intended to address.

C.2.6 *Command Training Centers: A Strategy for Type 4 and 5 ICS Training*

- C.2.6.1** There is a growing national need for additional ICS training that is more focused on local response protocols and procedures for daily response to type 4 and 5 incidents. It is recognized that such training would be most effective if it is locally based, using local setting and target hazards in simulated response training, and with sufficient local content to fully reflect and integrate local SOPs into proper ICS management of type 4 and 5 incidents.
- C.2.6.2** Any national type 4 and 5 ICS training initiative that can provide locally tailored training content will require local training system coordination of content and delivery, for all participating local jurisdictions nationally. For the nation's major metropolitan departments, one practical strategy that has been proposed in a number of discussion groups would be a network of inter-connected local command training centers (CTCs) that could conduct local simulation-based training integrating ICS into local SOPs for type 4 and 5 incidents, while at the same time being sufficiently inter-connected to ensure consistency of training nationally.
- C.2.6.3** The District of Columbia Fire and Emergency Medical Services (DC Fire/EMS) has been given the mission to develop a prototype of the command training center concept and to evaluate its suitability for national use. This mission includes assessment of training need and design of a comprehensive curriculum addressing all fire officer competencies for commanding the target incidents, use of state of the art 3D simulation and modeling techniques for fire simulations, full consistency and integration where possible of the competencies and training curriculum with nationally accepted fire officer command training programs, requirements and standards, and vetting and evaluation of the program by nationally recognized bodies and state/metro department experts in fire service command training.
- C.2.6.4** The focus of this solicitation is to develop the full training curriculum and full 3D simulation-based training programs for a prototype command training center to be housed at DC Fire/EMS facilities, and to test and evaluate the suitability of CTCs as a national strategy for metropolitan fire department type 4 and 5 ICS training.
- C.2.6.5** The tasks to be performed by the contractor for DC Fire/EMS under this contract in developing, testing and evaluating the prototype CTC are delineated below (C.3 Requirements).

C.3 REQUIREMENTS

- C.3.1** The Contractor shall provide the following tasks:

- C.3.1.1 FACILITY DESIGN:** Design of the prototype Command Training Center (CTC) facility, including determination of appropriate software, computer hardware and projection screens, and other equipment needed to support the intended simulation-based command training. Hardware and computer software identified in the design of the prototype CTC shall be of sufficiently available “off-the-shelf programs and materials” to maximize ease of procurement of similar or comparable materials and programs by other fire departments seeking to construct similar CTCs around the nation in later phases of this program. Deliverables to DC Fire/ EMS for this task will be a formal facility design document.
- C.3.1.2 CURRICULUM DESIGN:** Design the initial simulation-based command training curriculum to be produced under this statement of work, that will focus on providing command officer training and practice in strategy development, tactical command, and correct ICS usage at a variety of high probability Type 4 and 5 incidents. The curriculum design shall include an identification of all courses to be developed in this first phase of work, and for each course an identification of appropriate objectives, simulations and other methodology formats, and production strategies to be used. For level of effort estimation purposes, it is assumed that the curriculum shall consist of six two-day courses, addressing the competencies of (1) assume, confirm and position command, and subsequent transfer of command (2) situation evaluation, (3) communications, (4) incident action plan development (5) organization and deployment of response resources, and (6) review, evaluation, and revision of action plan. For level of effort estimation purposes, it is assumed that 15 full incident response type 4 and 5 simulations will be developed. 8 of the simulations will have 3D generated buildings with exposures and area situational information provided by 2D maps and plot plans, and 7 of the simulations will have 3D generated buildings set in actual 3D multi-block city settings that match actual settings in the DC Fire/EMS response area. Deliverables to DC Fire/EMS shall be a full curriculum design report detailing the unit structure and methodology outlines for each course to be developed, and detailing the simulation 3D and 2D construction plans and methodology/controller plans for each of the simulations to be produced.
- C.3.1.3 SIMULATION DEVELOPMENT:** Produce 15 instructional simulations supporting response command decision-making team instruction and performance modeling, for selected type 4 and 5 incident types. Each instructional simulation shall include full plot plans, floor plans, pre-planning information, and command management tools for students, detailed incident conditions upon arrival, and fully scripted incident progression injects and controller directions for all possible tracks and challenge variations of the response and incident progression, from initial arrival through incident termination. Each incident shall also have full computer-based screen visualizations of all four sides of the incident building, with coordinated visual progression of fire and smoke change and building deterioration for all phases of the incident. Eight of the incidents will have 3D constructed images of the building with plot and area plans as 2D maps showing all relevant exposures,

incident access and water supply conditions, and other relevant factors. Seven of the incidents will have 3D constructed images of the building and in addition will have full 3D constructed images of the entire neighboring area (one block in each direction) showing all features, conditions, exposures, etc, that would be evident as part of situational awareness if actually on scene. For these seven simulations, the neighborhood areas depicted will be representations of actual neighborhoods and settings from within the DC Fire/EMS response area. All 3D images for the simulations will be constructed in Maya 2008 3D modeling software, to a level of detail and polygon level consistent with the sample provided with this statement of work, Attachment 1 below. Deliverables to DC Fire/EMS for this task will be 15 completed exercise simulation packages, ready for pilot.

- C.3.1.4 COURSE DEVELOPMENT:** Produce the complete simulation-based command training curriculum described in the design document in task 2, above. For each of the six courses to be produced, this includes production of full and detailed instructor guides, all simulation inputs and control directions, all graphics for the simulation building and incident response analysis, all computer-generated graphics, maps, lecture PowerPoint presentations, etc, all student manuals and student activity and reference materials, and all other classroom instructional materials and props needed to conduct the training. All print materials (instructor guides, student manuals, and reference and activity materials) shall be consistent with standardized print materials formats that will be provided to the contractor upon award. Deliverables to DC Fire/EMS for this task will be finished course materials ready for pilot for each of the courses in the curriculum.
- C.3.1.5 PILOT TESTING:** Test, evaluate and revise each of the six two-day simulation-based command training courses in the curriculum. The contractor shall provide all instruction, all instructor materials, sufficient copies for 30 students of all student materials, and sufficient support personnel to conduct simulation-based training with full controller injects and small team coaching. For the purposes of level of effort estimation, it should be assumed that post-pilot revisions will be limited to 12% of initial development effort (tasks 3 and 4, above). Deliverables to DC Fire and EMS for this task will be (1) six completed two-day pilots, (2) post-pilot reports of course and simulations revisions needed for each of the six courses, and (3) completion of final revisions for each of the six courses and 15 simulations in the curriculum.
- C.3.1.6 INSTRUCTOR TRAINING:** Develop and implement an instructor training and mentoring program for the command training curriculum. The instructor training program should include strategies for initial instructor orientation, practice teaching and presentation evaluation, and practice interpreting unpredictable student responses to exercises and activities. For the purpose of level of effort estimation, it should be assumed that 30 officers will be trained as instructors. The program should also include a mechanism for on-going updating and instructor peer exchanges of solutions to future student questions and challenges, as they occur over the life of the program. Deliverables to DC

Fire/EMS for this task will be (1) design of the instructor training and mentoring program articulated in a design report, and (2) initial training of all candidate instructors.

C.3.1.7 EXPORT PLANNING: Begin on-going regular training in the prototype command training center and conduct training of all command officers of DC Fire/EMS. Concurrently, develop a plan to export the curriculum, the command training center facility design, and any lessons learned to peer metropolitan fire departments, should such an effort be undertaken at some later date.

Deliverables to DC Fire/EMS for this task shall be a report articulating a plan and strategy for exporting the training center curriculum to other departments.

C.3.1.8 COORDINATION: All work performed under this cooperative agreement shall be coordinated- under guidance of DC Fire/EMS - with the Department of Homeland Security NIMS/ICS bodies and standards groups, with the U.S. Fire Administration, with the National Fire Protection Association Fire Officer standards committees, with the National Incident Management System Consortium, and with Occupational Safety and Health Administration and other federal incident command and response safety regulatory agencies and offices associated with the National Response Team.

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: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 DELIVERABLES

F.2.1 The Contractor shall deliver the following reports:

| Contract Reference | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|---------------------------|----------------------------------|-----------------|----------------------------------|-----------------|----------------|
| C.3.1.2 | Formal facility design document. | 1 | Electronic and hard copy | 7/1/09 | COTR |
| C.3.1.3 | Curriculum design | 15 | Electronic and hard copy | 8/1/09 | COTR |
| C.3.1.4 | Simulation development | 15 | Electronic and hard copy | 9/1/09 | COTR |
| C.3.1.5 | Course Development | 6 | Electronic and hard copy | 10/1/09 | COTR |
| C.3.1.6 | Pilot Testing | 6 | Electronic and hard copy | 11/1/09 | COTR |
| C.3.1.7 | Instructor Training | 30 | Electronic and hard copy | 12/1/09 | COTR |
| C.3.1.8 | Export Planning | 1 | Electronic and hard copy | 1/1/10 | COTR |

F.22 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. 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 Section G.9 below. The address of the CFO is:

Loretta A. Braxton
Cluster Comptroller
Public Safety & Justice
300 Indiana Avenue, NW
Suite 4068
Washington, DC 20001
Phone: (202) 727-4854
Fax: (202) 724-7518
loretta.braxton@dc.gov

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

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

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

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

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** An invoice will be provided monthly on a per facility basis for services rendered. The invoice shall provide line item breakdowns for the following:
 - a. Fixed Monthly Facility Maintenance price.
 - b. The monthly fees charged for after hours, holiday and/or emergency work detailing the dates for said work and a description of the work performed based upon the hourly rates agreed to.
 - c. Costs for materials, supplies and parts, including itemization of any costs in excess of \$500.00 for such materials, supplies and parts that have been purchased to support this contract. The Contractor shall provide a copy of the invoice and the DOC shall reimburse at the Contractor's cost.
- G.2.2.9** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial or completed deliveries accepted by the District if the amount due on the deliveries warrants it.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** 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.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 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.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by the CO. The name, address and telephone number of the CO is:

Elona Evans-McNeill
Supervisory Contract Specialist and
Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., 7th Floor South
Washington, DC 20002
Phone: (202) 724-4793
Fax: (202) 727-0245
Email: Elona.Evans-McNeill@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 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 of the contract, of ensuring that the work conforms to the requirements of the contract and such

other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

John Donnelly
Battalion Fire Chief
Homeland Security
1338 Park Road NW
Washington, DC 20010
Phone: 202 345-6850
Fax: 202-673-3177
Email: john.donnelly@dc.gov

- G.9.2** The COTR does 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 COTR is the final approval authority and must certify that the deliverables, specifically in regards to curricula, simulation and course development meet the needs of Fire and EMS and comply with the guidance documents.
- G.9.4** 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.1.2 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.1.3 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 No.: 2005-2103, Revision No.: 7, Date Of Revision: 03/16/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 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.5) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify 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 DISTRICT RESPONSIBILITIES

H.9.1 DC Fire and EMS will make available a program coordinator who will work with the contractor and serve as a Subject Matter Expert in interpretation of the agency needs and requirements.

H.10 WAY TO WORK AMENDMENT ACT OF 2006

H.10.1 Except as described in H._. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.10.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.10.3 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.10.4 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. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ 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.10.6 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.10.7 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.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.10.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.10.8.2 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.10.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.10.8.4 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.10.8.5 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.10.8.6 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.10.8.7 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.10.8.8 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.10.8.9 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.10.8.10 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.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer and the COTR at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer or designee for any proposed substitution of key personnel.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), Attachment J.1, are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

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, deliver, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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:

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.2 Automobile Liability Insurance:

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.3 Worker's Compensation Insurance:

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

I.8.1.4 Umbrella/ Excess Liability Insurance:

The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

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.2. 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

- J.1** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”)
- J.2** Wage Determination No.2005-2103 Revision 7 dated 03/16/2009
- J.3** E.E.O. Information and Mayor’s Order 85-85
- J.4** Tax Certification Affidavit
- J.5** First Source Employment Agreement
- J.6** Cost/Price Data Package
- J.7** Past Performance Evaluation Form

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 subofferors. (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.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

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

L.2 PROPOSAL FORM AND INSTRUCTIONS

L.2.1 One original and four copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFB-2009-R-7004, Command Training Center

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 most advantageous 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 2:00 PM local time on June 17, 2009. 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 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 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 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, Elona Evans-McNeill at 441 4th Street NW, Washington DC, 2000, phone #202-724-4793, 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, 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, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror 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.8 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, NW, 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.9 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.10 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.11 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.12 PROPOSAL COSTS

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

L.13 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 CERTIFICATES OF INSURANCE

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

Elona Evans-McNeill
Supervisory Contract Specialist and
Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., 7th Floor South
Washington, DC 20002

Phone: (202) 724-4793
Fax: (202) 727-0245
Email: Elona.Evans-McNeill@dc.gov

L.15 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.16 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.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 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 offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 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.18 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.19 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.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 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.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.20 PROPOSAL ORGANIZATION AND CONTENT

L.20.1 The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.

L.20.2 The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

L.20.3 Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall NOT provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M are included.

L.20.4 TECHNICAL PROPOSAL

The Technical Proposal (Part 1) shall describe in as much detail as necessary, the specific approach proposed shall provide the services described in this RFP, focusing on three areas: 1) Offeror's Technical Approach to providing service, 2) Offeror's Technical Capacity to provide services, and 3) the Offeror's Past Performance in providing the same or similar services. The Offeror's Technical Proposal shall provide the following information:

L.20.4.1 - Tab 1 - Past Performance of Offeror

The information requested in this section shall facilitate evaluation of the Offeror's previous, successful experience in providing command training center on the national level or in the District of Columbia. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance. Significant sub-factors include:

L.20.4.1.1 National expertise in fire ground command and command training for type 4 and 5 incidents. This will be evaluated based upon the key personnel's actual fire ground command experience, national stature in the fire service community, and experience in leadership of national and departmental fire service incident command and decision-making training, as indicated in the references and resumes of the key personnel identified in the vendor proposal

L.20.4.1.2 Experience as a contractor of record for development of fire service training programs for public sector training delivery organizations at the federal or state level. Experience as contractor of record for command training, NIMS/ICS related training, and simulation-based training is preferred. Experience will be evaluated by review of the vendor's contract history summarized in the vendor's proposal, and by contacting references from the public sector training delivery organizations cited in the vendor's proposal.

L.20.4.2 - Tab 2 - Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. Also, this includes an examination of the offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful performance of the required services. Significant subfactors include

L.20.4.2.1 Capability to produce high quality 3D Training Simulations of fire incidents The capability of the vendor to produce the high quality 3D simulations called for in this project is critical to award of this contract, and vendor proposals will be evaluated to ascertain this capability through review of samples, through review of the resume expertise of the key personnel who are indicated in the proposal as being the proposed developers of the simulation visuals, and through references which will need to be provided of prior clients for which 3D products were developed. Samples shall be both in hard copy and on CD in original authoring software, and should address the level of depiction called for in task IV, 3, above and as illustrated in attachment 1. Since the simulations for this work will need to be produced in Maya 2008, the samples should be in that edition of Maya. Otherwise (if the samples provided are in a different software format) the vendor proposal should contain confirmation of the key staff ability to work in the Maya format. References of prior clients for whom the vendor has previously produced 3D products will be contacted and interviewed, as part of the evaluation of the vendor's capability for factor 3.

L.20.4.2.2 Workplan Soundness and appropriateness of the proposed workplan to successfully accomplish the tasks and deliverables delineated in section IV, above. Contractor proposals should include a proposed workplan that includes both staffing and resource levels for each task, and also includes the instructional design approach and rationale for each task strategy included in the workplan. The workplan in the vendor proposal will be evaluated for the insightfulness and professionalism of the instructional design expertise demonstrated, and for the credibility that the proposed workplan will be fully sufficient to accomplish the developmental tasks of this statement of work.

L.20.4.3 - Tab 3 - Technical Capacity

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity and expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities, including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements. Significant sub-factors are listed below.

L.20.4.3.1 Description of the Offeror's corporate management team and proposed organizational structure for the contract demonstrates the organizational resources and capacity to perform the required services as described in Section C...

L.20.4.3.2 Resumes of key personnel and staffing chart demonstrate the Offeror's understanding of the requirements and availability of qualified tradesmen with background, experience and credentials to fulfill the requirements of the contract.

L.20.4.3.3 Process for replacement of Key Personnel within 48 hours and obtaining approval of the COTR, demonstrates understanding of requirement for continuity of services.

L.20.4.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements

Offerors must complete and submit, with their proposals, the required attachments J.3, J.4, J5, J.6, J.7 (if applicable), certifications stated in Section K – Certifications of this solicitation, and acknowledgements of receipt of any amendments to the solicitation.

L.20.5 PRICE PROPOSAL

The Pricing Proposal (Part 2) shall contain the completed schedules found in Section B.3 of the solicitation, and Cost/Price Data and Certification (Attachment J.6). The Offeror must provide cost/price data for each year of the contract (base and option years). The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding the staffing requirements used in developing its prices.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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.2 EVALUATION OF OPTION YEARS

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing. 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.3 TECHNICAL RATING

The Technical Rating Scale is as follows:

| <u>Numeric Rating</u> | <u>Adjective</u> | <u>Description</u> |
|------------------------------|-------------------------|---|
| 0 | Unacceptable | Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies 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; no deficiencies. |
| 4 | Good | Meets requirements and exceeds some requirements; no deficiencies. |
| 5 | Excellent | Exceeds most, if not all requirements; no deficiencies. |

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

M.4 EVALUATION FACTORS

Each of the following evaluation factors and subfactors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant subfactors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant subfactors.

M.4.1 TECHNICAL FACTORS (70 Points Maximum)

M.4.1.1 Past Performance (30 Points Maximum)

Description: This factor considers the offeror's past performance in providing services that are the same or 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 the offeror's performance. Significant subfactors include:

M.4.1.1.1 National expertise in fire ground command and command training for type 4 and 5 incidents. This will be evaluated based upon the key personnel's actual fire ground command experience, national stature in the fire service community, and experience in leadership of national and departmental fire service incident command and decision-making training, as indicated in the references and resumes of the key personnel identified in the vendor proposal

M.4.1.1.2 Experience as a contractor of record for development of fire service training programs for public sector training delivery organizations at the federal or state level. Experience as contractor of record for command training, NIMS/ICS related training, and simulation-based training is preferred. Experience will be evaluated by review of the vendor's contract history summarized in the vendor's proposal, and by contacting references from the public sector training delivery organizations cited in the vendor's proposal.

M.4.1.2 Technical Approach (20 points Maximum)

Description: This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. Also, this includes an examination of the offeror's knowledge and application of recognized

industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful performance of the required services. Significant subfactors include

M.4.1.2.1 : Capability to produce high quality 3D Training Simulations of fire incidents The capability of the vendor to produce the high quality 3D simulations called for in this project is critical to award of this contract, and vendor proposals will be evaluated to ascertain this capability through review of samples, through review of the resume expertise of the key personnel who are indicated in the proposal as being the proposed developers of the simulation visuals, and through references which will need to be provided of prior clients for which 3D products were developed. Samples shall be both in hard copy and on CD in original authoring software, and should address the level of depiction called for in task IV, 3, above and as illustrated in attachment 1. Since the simulations for this work will need to be produced in Maya 2008, the samples should be in that edition of Maya. Otherwise (if the samples provided are in a different software format) the vendor proposal should contain confirmation of the key staff ability to work in the Maya format. References of prior clients for whom the vendor has previously produced 3D products will be contacted and interviewed, as part of the evaluation of the vendor's capability for factor 3.

M.4.1.2.2 Workplan Soundness and appropriateness of the proposed workplan to successfully accomplish the tasks and deliverables delineated in section IV, above. Contractor proposals should include a proposed workplan that includes both staffing and resource levels for each task, and also includes the instructional design approach and rationale for each task strategy included in the workplan. The workplan in the vendor proposal will be evaluated for the insightfulness and professionalism of the instructional design expertise demonstrated, and for the credibility that the proposed workplan will be fully sufficient to accomplish the developmental tasks of this statement of work.

M.4.1.3 Technical Capacity (20 points)

Description: This factor considers the technical capacity and expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities, including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution

of performing the service requirements. Significant sub-factors are listed below.

M.4.1.3.1 Description of the Offeror's corporate management team and proposed organizational structure for the contract demonstrates the organizational resources and capacity to perform the required services as described in Section C...

M.4.1.3.2 Resumes of key personnel and staffing chart demonstrate the Offeror's understanding of the requirements and availability of qualified tradesmen with background, experience and credentials to fulfill the requirements of the contract.

M.4.1.3.3 Process for replacement of Key Personnel within 48 hours and obtaining approval of the COTR, demonstrates understanding of requirement for continuity of services.

M.4.2 PRICE CRITERIA (30 Points Total)

The price evaluation will be objective based upon the total of prices proposed for all CLINs set forth in Section B.3 for the base and all option years. The Offeror with the lowest total 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:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal being evaluated}} \times 10 = \text{Evaluated Price Score}$$

M.4.3 MAXIMUM TECHNICAL AND PRICE POINTS (100 Points)

M.4.4 MAXIMUM PREFERENCE POINTS (12 Points)

- M.4.4.1** Local Business Enterprise (2 Points)
- M.4.4.2** Small Business Enterprise (3 Points)
- M.4.4.3** Resident Business Ownership (5 Points)
- M.4.4.4** Disadvantaged Business Enterprise (2 Points)
- M.4.4.5** Enterprise Zone (2 Points)
- M.4.4.6** Longtime Resident Business (10 Points)

M.4.5 TOTAL MAXIMUM POINTS POSSIBLE (112 Points)

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.5.1 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.5.2 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.

M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.6.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.6.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.6.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.6.2 General Preferences

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

- M.6.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.2.2** Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.6.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB 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 ROB in response to an RFP.
- M.6.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE 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 the LBE in response to an RFP.

M.6.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE 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 the DZE in response to an RFP.

M.6.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE 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 the DBE in response to an RFP.

M.6.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for 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 an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.6 Vendor Submission for Preferences

M.6.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.7 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.9.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP may be deemed unacceptable and may be rejected if the offeror intends to subcontract in accordance with the provisions of section M.6.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.6.7.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.7.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.7.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.7.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.7.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.7.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as

requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.6.7.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.6.7.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.6.8 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.6.8.1 The dollar amount of the contract or procurement;

M.6.8.2 A brief description of the goods procured or the services contracted for;

M.6.8.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.6.8.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.6.8.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.6.8.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.6.1; and

M.6.8.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.6.1.

M.6.9 Enforcement and Penalties for Breach of Subcontracting Plan

M.6.9.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.6.9.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 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.7.2 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.