

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Metropolitan Medical Response System		Page of Pages 1   53	
2. Contract Number	3. Solicitation Number DCHC-2009-R-0722	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 7/22/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street NW, Suite 703 South, Bid Room Washington, DC 20001 until 2:00 PM local time 5-Aug-09  
(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 Chris Yi	B. Telephone			C. E-mail Address <a href="mailto:chris.yi@dc.gov">chris.yi@dc.gov</a>
		(Area Code) 202	(Number) 724-5069	(Ext)	

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 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 <input type="checkbox"/>	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) Angela Turner Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



**Government of the District of Columbia**

**Office of Contracting & Procurement**

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

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Health (DOH) Health Emergency Preparedness and Response Administration (HEPRA) is seeking a contractor to provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager and a team of trained MMRS Medical Planners to enhance the homeland security and the public health emergency preparedness of the District of Columbia.

**B.2** The District contemplates award of a Firm-Fixed price type contract.

**B.3 Price Schedules**

**B.3.1 BASE YEAR (Date of award through One year)**

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager as described in Section C.	\$ _____
0002	Provide a team of trained MMRS Medical Planners as described in Section C.	\$ _____
Base Year Total		\$ _____

**B.3.2 Option Year One**

CLIN	Item Description	Total Price
1001	Provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager as described in Section C.	\$ _____
1002	Provide a team of trained MMRS Medical Planners as described in Section C.	\$ _____
Option Year One Total		\$ _____

**B.3.3 Option Year Two**

CLIN	Item Description	Total Price
2001	Provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager as described in Section C. .	\$ _____
2002	Provide a team of trained MMRS Medical Planners as described in Section C.	\$ _____
Option Year Two Total		\$ _____

**B.3.2 Option Year Three**

CLIN	Item Description	Total Price
3001	Provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager as described in Section C. .	\$ _____
3002	Provide a team of trained MMRS Medical Planners as described in Section C.	\$ _____
Option Year Three Total		\$ _____

**B.3.2 Option Year Four**

CLIN	Item Description	Total Price
4001	Provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager as described in Section C. .	\$ _____
4002	Provide a team of trained MMRS Medical Planners as described in Section C.	\$ _____
Option Year Four Total		\$ _____

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Department of Health (DOH), Health Emergency Preparedness and Response Administration (HEPRA) seeks a qualified vendor to provide one (1) trained Metropolitan Medical Response System (MMRS) Project Manager and a team of trained MMRS Medical Planners to enhance the homeland security and the public health emergency preparedness of the District of Columbia.

#### C.1.1 Applicable Documents:

No.	Document Type	Name	Version
1.	Northern Virginia (NOVA) MMRS Steering Committee	Guidelines for Performance of Northern Virginia (NOVA) MMRS Development Jurisdiction's Operational Validation Exercise (See Attachment J.1.3)	October 12, 2006
2.	Congressional Reports	The Defense Against Weapons of Mass Destruction Act of 1996 found at <a href="http://www.fas.org/spp/starwars/congress/1996/pl104-201-xiv.htm">http://www.fas.org/spp/starwars/congress/1996/pl104-201-xiv.htm</a>	September 1996
3.	Congressional Reports	Nunn-Lugar-Domenici Amendment to the National Defense Authorization Act for FY 1997 found at <a href="http://www.fas.org/spp/starwars/congress/1996/s960618c.htm">http://www.fas.org/spp/starwars/congress/1996/s960618c.htm</a>	June 1996
4.	Department of Homeland Security	National Preparedness Guidelines found at <a href="http://www.dhs.gov/xnews/releases/pr_1189720458491.shtm">http://www.dhs.gov/xnews/releases/pr_1189720458491.shtm</a>	September 2007
5.	Department of Homeland Security	Target Capabilities List found at <a href="https://www.llis.dhs.gov/displayContent?contentID=26724">https://www.llis.dhs.gov/displayContent?contentID=26724</a>	September 2007
6.	US Department of Justice	FY 2007 Homeland Security Grant Program Supplemental Resource: <i>MMRS Target Capabilities/Capability Focus Areas and NIMS Compliance</i> found at <a href="http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_resource_mmrs.pdf">http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_resource_mmrs.pdf</a>	January 2007
7.	Institute of Medicine	Preparing for Terrorism: Tools for Evaluating the Metropolitan Medical Response System Program (available for purchase through the National Academies Press at <a href="http://www.nap.edu/openbook.php?isbn=0309084288">http://www.nap.edu/openbook.php?isbn=0309084288</a> )	June 28, 2002

8.	Department of Health and Human Services	Medical Surge Capacity and Capability: A Management System for Integrating Medical and Health Resources During Large-Scale Emergencies (available from US Department of Health and Human Services website at <a href="http://www.hhs.gov/disasters/discussion/planners/mscc/">http://www.hhs.gov/disasters/discussion/planners/mscc/</a> )	September 2007
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## C.1.2 DEFINITIONS

- C.1.2.1 Executive Committee: Final decision authority. Reviews recommendations of products/services to procure. Approves vendor recommendations.
- C.1.2.2 Principle Investigators: Project oversight. Ensures project progresses according to timeline and accomplishes established goals.
- C.1.2.3 Project Manager: Identify project tasks, manage budget, garner decisions from committees, and provide monthly status reports. Assists Medical Planner in preparing written plans.
- C.1.2.4 Working Groups: Conceptualizes plans. Reviews existing plans, update where necessary and develop new plans based upon gaps identified during the planning process. Procedures needed equipment and supplies as identified during the planning process.
- C.1.2.5 Medical Planner: Prepares written plans from ideas and concepts agreed upon during working group sessions. Develops training and exercises in accordance with the decisions of the working groups. Maintains meeting minutes and other project correspondence.
- C.1.2.6 MMRS (Metropolitan Medical Response System): A joint project between DC Department of Health and DC Fire & EMS that will support the District of Columbia's, enhancing and maintaining integrated all-hazards response capabilities to manage mass casualty incidents during early hours critical to life-saving and population protection, until external resources arrive and are operational.
- C-1.2.7 CBRNE: An acronym for Chemical, Biological, Radiological, Nuclear and High Explosive.

## C.2 BACKGROUND

C.2.1 The District of Columbia has insufficient resources and coordination systems for response to a mass casualty Weapons of Mass Destruction (WMD) event. MMRS is a joint project between DC Department of Health and DC Fire & EMS that will support the District of Columbia in enhancing and maintaining integrated all-hazards response capabilities to manage mass casualty incidents during early hours critical to life-saving and population protection, until external resources arrive and are operational.

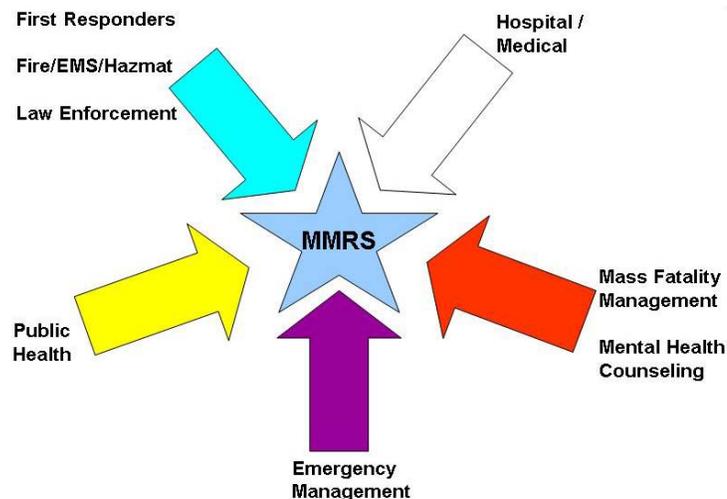
It includes response to:

- a) Terrorist acts using WMD/CBRNE
- b) Large scale HazMat incidents
- c) Epidemic/Pandemic disease outbreaks
- d) Natural disasters

C.2.2 MMRS directly supports the strengthening of relationships in the entire first responder community by encouraging a systematic, integrated capability to managing all manner of mass casualty incidents until significant external resources arrive and are operational (typically 48-72 hours).

The mission of MMRS is to link response agencies and

- a) Improve the capability of each of the major jurisdictional emergency response systems in the National Capital Region (NCR) to respond to a major mass casualty event for the first 24 – 72 hours until federal resources arrive.
- b) Enhance existing emergency response resources.
- c) Should be capable of managing 1000 victims of a WMD event or 10,000 for a biological incident.



### **C.3 REQUIREMENTS**

C.3.1 The Contractor shall provide 1) a Project Manager to provide overall management and coordination and to serve as lead for the medical planners in development of the District of Columbia's MMRS program; and 2) a team of experienced Medical Planners to work closely with the Project Manager in development and/or update of the District of Columbia's current response plans that integrate emergency response disciplines

C.3.2 The Contractor shall require the Project Manager and Medical Planners to work onsite at 64 New York Ave, NE, Washington, DC 20002. The Department of Health shall provide office space, land line telephone and automation support to the contractor. Offsite computers shall not be connected to the Department of Health local area network.

#### **C.3.3 Experience Requirements**

C.3.3.1 The Project Manager shall meet the following criteria:

C.3.3.1.1 At least a Bachelors degree in public health, bioterrorism or other health related field from an accredited college or university. Education completed in foreign colleges or universities may be used to meet the educational requirement, if it can be shown that the foreign education is comparable to that received in an accredited educational institution in the United States.

C.3.3.1.2 A minimum of five (5) years of experience in public health emergency preparedness

C.3.3.1.3 Demonstrated experience in project management including:

- a. project management techniques and tools
- b. people management
- c. strategic planning and organizing diverse stakeholder projects
- d. critical thinking and problem solving skills

C.3.3.1.4 Experience researching, evaluating, integrating, and analyzing public health and medical information for the preparation of clear, concise, planning documents.

C.3.3.1.5 Excellent computer skills, including all Microsoft Office products to ensure professionally created products including correspondence, plans, and PowerPoint briefing sets.

C.3.3.2 The Medical Planners shall meet the following criteria:

C.3.3.2.1 At least a Bachelors degree in public health, bioterrorism or other health related field from an accredited college or university. Education completed in foreign colleges or universities may be used to meet the educational requirement, if it can be shown that the

foreign education is comparable to that received in an accredited educational institution in the United States.

C.3.3.2.2 A minimum of three (3) years of experience in public health emergency preparedness

C.3.3.2.3 Demonstrated experience in developing and writing emergency preparedness plans.

C.3.3.2.4 Experience researching, evaluating, integrating, and analyzing public health and medical information for the preparation of clear, concise, planning documents.

C.3.3.2.5 Excellent computer skills, including all Microsoft Office products to ensure professionally created products including correspondence, plans, and PowerPoint briefing sets.

#### C.3.4 Duties and Responsibilities

C.3.4 The MMRS Project Manager and Medical Planners shall develop and/or update current response plans that integrate emergency response disciplines, as well as Federal, state, and local partners ensuring that they can be executed at an operational level. The Project Manager shall also be responsible for ensuring proper training and exercising of these response plans. Keys to success for this position include the formation of a multi-disciplinary jurisdictional steering committee and senior management commitment to operationalize plans.

C.3.4.1 The MMRS Project Manager shall function as the bridge between government and private health care community, including, but not limited to, hospitals, community health centers, and long-term care facilities within the District of Columbia. The Project Manager shall ensure that deliverables are operational to ensure “we can do what we say we can do.”

C.3.4.2 The Project Manager and Medical Planners shall work closely with government personnel and contractor personnel during the normal course of their duties, and shall at a minimum, perform the following duties:

C.3.4.2.1 Develop jurisdictional response actions.

C.3.4.2.2 Attend and provide briefings on finished or current studies to Department of Health and other District Government Senior Officials.

C.3.4.2.3 Assist with the development of plans, policies and procedures to strengthen the District of Columbia's preparedness to respond to a WMD threat or incident through appropriate homeland security and counterterrorism efforts.

C.3.4.2.4 Schedule, invite, and track meeting attendees; and prepare and distribute meeting minutes of the Executive Committee and all Working Groups.

C.3.4.2.5 Prepare documentation necessary for any procurements and distribution required for the program, as allowed within District Government regulations,

### C.3.5 MMRS Plans

The Contractor shall develop (9) operational plans and update as described below:

#### C.3.5.1 Jurisdictional Response System Organizational and Development Plan

The Contractor shall develop a MMRS Development plan that includes the following:

- C.3.5.1.1 Documentation of the MMRS Development Team with representation from all jurisdictional emergency response functional and support elements, including, but not limited to: Public Safety ( Fire, HazMat, EMS/ Law Enforcement); Emergency Management; Public Health; Hospitals/Medical Treatment; Mental Health Services (MMRS Representative from each hospital in the jurisdiction); Mass Fatality Management; Logistics; Public Affairs; and Human Resources.
- C.3.5.1.2 The Development Plan shall identify the District of Columbia MMRS (DCMMRS) Steering Committee and describe the process by which the jurisdiction's MMRS Development Team shall coordinate all deliverables with the DCMMRS Steering Committee.
- C.3.5.1.3 The Development Plan shall include a jurisdictional description identifying geographic and infrastructure features and jurisdictional resources in the Public Safety, Public Health, and Health Services Sectors.
- C.3.5.1.4 The Development Plan shall contain a preliminary assessment of the jurisdictional and regional strengths, weaknesses, and threats pertaining to response capability for weapons of mass destruction (WMD) and natural and technological hazards.
- C.3.5.1.5 The Development Plan shall include an identification of applicable emergency response authorities, statutes, regulations and ordinances at Federal, State, and Local levels.
- C.3.5.1.6 The Development Plan shall identify how the jurisdictional Public Safety, Public Health, and Health Services Sectors are coordinated. Mutual Aide and support agreements shall be identified at the Local, Regional, and State levels.
- C.3.5.1.7 The Development Plan shall include an identification and description of the jurisdiction's MMRS Organization indicating that the MMRS is an enhancement and integration of existing local capability resources based upon existing first responder/EMS, public health, medical/mental health services, law enforcement, and emergency management systems.
- C.3.5.1.8 The Development Plan shall include a Concept of Operations for the jurisdiction's MMRS response to a WMD or all hazards incident.
- C.3.5.1.9 The Development Plan shall include a Deliverable Schedule for all MMRS Development Deliverables, identifying the MMRS Development Team member responsible for each deliverable.

C.3.5.2 Jurisdictional Basic Metropolitan Medical Response System Plan, with Appendices: NBC Agents as WMD; Incident Command/Incident Management System; Response Agencies Contact Lists; and Hospitals/Capabilities

The Contractor shall develop a plan that includes the following:

- C.3.5.2.1 A comprehensive, jurisdictional MMRS plan for managing a mass casualty incident and human health consequences caused by a terrorist incident involving the use of weapons of mass destruction (WMD), natural or technological hazards, outbreaks of infectious disease, or other public health emergencies. WMD includes a chemical, biological, radiological, nuclear and/or explosive device capable of creating mass casualties.
- C.3.5.2.2 The jurisdiction's MMRS is considered to be an enhanced local capability based upon existing first responder/EMS, public health, medical/mental health services, law enforcement, and emergency management systems.
- C.3.5.2.3 The Basic MMRS Plan shall describe concept of operations for responding to and caring for up to 1,000 victims of a chemical, radiological, nuclear, explosive (CRNE) incident and 10,000 victims of a biological event for the first forty-eight hours immediately following a terrorist/WMD incident.
- C.3.5.2.4 The Basic MMRS Plan shall contain procedures for the following: command and control; notification/alert procedures; management of public affairs; provision of timely and accurate information; centralized communication control; control of transportation assets; management/augmentation of medical personnel; management of medical supplies/equipment; performance of epidemiological services; evidence collection and protection; mental health services; and mass fatality management.
- C.3.5.2.5 The Basic MMRS Plan shall identify Federal/State/Regional assets, which are available for a response to a WMD incident or an "all hazards" event.
- C.3.5.2.6 The Basic MMRS Plan shall be integrated and coordinated with applicable State and Regional plans.

C.3.5.3 Jurisdictional Metropolitan Medical Response System Pharmaceutical Plan

The Contractor shall develop a plan that includes the following:

- C.3.5.3.1 The Jurisdictional MMRS Pharmaceutical Plan shall identify pharmaceuticals identified to be sufficient to provide care for at least 1,000 victims of a chemical incident and for 10,000 victims for the first forty-eight hours of response to a biological event.
- C.3.5.3.2 The Jurisdictional MMRS Pharmaceutical Plan shall include procedures for storing, securing, and distributing the listed pharmaceuticals.
- C.3.5.3.3 The Jurisdictional MMRS Pharmaceutical Plan shall identify procedures for managing the pharmaceutical cache including rotation, replacement, and sustainment requirements.

C.3.5.3.4 The Jurisdictional MMRS Pharmaceutical Plan shall integrate with the State's plan for the requesting, receipt, transportation, breakdown, repackaging, storage, and distribution of the Strategic National Stockpile (SNS) to a local jurisdiction.

C.3.5.4 Component Plan for a Biological WMD

The Contractor shall develop a plan that includes the following:

C.3.5.4.1 The WMD component plan shall identify procedures for managing the health consequences of a biological WMD agent release. Biological Agents that shall be considered include: Anthrax, Botulism, Hemorrhagic Fever, Plague, Smallpox, and Tularemia.

C.3.5.4.2 The WMD component plan shall be integrated with State and Local health surveillance plans for bioterrorism and influenza pandemic planning.

C.3.5.4.3 The WMD component Plan shall address five general areas:

C.3.5.4.3.1 Early Recognition: The plan shall identify, describe, or develop "early warning indicators" which shall be utilized to alert local officials of a biological terrorist attack. These indicators shall ensure the timely notification and activation of response plans. This Plan shall identify who will receive notification and who will make the decision to further implement response plans.

C.3.5.4.3.2 Mass Immunization/Prophylaxis: The plan shall highlight, develop, or augment existing plans for managing and implementing mass immunization/prophylaxis. Key components of this Plan shall include a description of the decision making process to initiate a mass immunization campaign and plans for identifying the affected population.

C.3.5.4.3.3 Mass Patient Care: The plan shall identify procedures for providing care to a significant portion of the population. This Plan shall include plans for the expedient expansion of the existing healthcare system capacity and plans for taking care of people in excess of either existing or expanded capacity. If existing plans include alternate care facilities, the jurisdiction shall include the staffing, equipping, and required transportation needed to support those facilities.

C.3.5.4.3.4 Mass Fatality Management: The plan shall identify procedures for providing respectful care and disposition for a large percentage of the population. The plan shall include plans for augmenting existing morgue facilities and staff; and plans for decontamination/isolation procedures where appropriate.

C.3.5.4.3.5 Environmental Surety: The plan shall identify procedures for identifying environmental risk; the need for decontamination or vector intervention; and a process for the safe re-entry into a suspect area (in consultation with Local, State, and Federal environmental agencies).

C.3.5.4.4 The WMD component plan shall consider the size and robustness of a biological agent response based on the specific biological agent identified. Response planning shall be considered at three levels: 1. events with up to 100 victims; 2. events with 100 to 10,000 victims; and 3. events with more than 10,000 victims.

C.3.5.5 Component Plan for Responding to a Chemical, Radiological, Nuclear, or Explosive (CRNE) WMD

The Contractor shall develop a plan that includes the following:

C.3.5.5.1 The CRNE component plan shall identify procedures for responding to and managing the health consequences of an incident resulting from the use of a chemical, radiological, nuclear and/or explosive WMD.

C.3.5.5.2 The CRNE component plan shall address the following: agent detection/identification; human extraction; antidote administration; victim decontamination; triage; victim primary care prior to transportation to a definitive medical care facility; and emergency medical transportation of the patients.

C.3.5.5.3 The CRNE component plan shall include suspicious substance protocols for addressing requirements associated with a suspected biological agent.

C.3.5.5.4 The CRNE component plan shall ensure that the response to a CRNE WMD incident focuses on Fire, HazMat, EMS, Bomb Squad, and Technical Rescue Team resources.

C.3.5.6 Component Plan for Hospitals and Healthcare Facilities

The Contractor shall develop a plan that includes the following:

C.3.5.6.1 The hospital and healthcare component plan for the local hospital and healthcare system shall ensure a surge capacity to accommodate 500 critically ill patients in hospitals and/or alternative care facilities. This plan shall be developed as a Regional Plan. Hospitals in each jurisdiction will be in conformance with the provisions and requirements identified below for the Regional Hospital and Healthcare Facilities Component Plan. The NOVA Regional Hospital and Healthcare Facilities Plan will be included in the jurisdiction's MMRS Plan.

C.3.5.6.2 The Plan shall address the following ten general areas:

C.3.5.6.2.1 Plans for notification of hospitals, clinics, and HMOs, that an incident has occurred.

C.3.5.6.2.2 Plans and procedures in place for hospitals, clinics, and HMOs to protect them from environmental or patient-source contamination.

C.3.5.6.2.3 Plans for providing triage and the initiation of definitive care at local healthcare facilities.

C.3.5.6.2.4 Plans for adequate security to support these activities.

- C.3.5.6.2.5 Availability of adequate hospital and clinic provider personnel with protective and decontamination equipment and pharmaceuticals.
- C.3.5.6.2.6 Adequate, locally available pharmaceuticals and equipment (e.g. ventilators and decontamination), or that plans are in place to obtain them in a timely manner.
- C.3.5.6.2.7 The ability of medical staff to recognize and treat casualties caused by a WMD.
- C.3.5.6.2.8 Readily available medical treatment protocols.
- C.3.5.6.2.9 Procedures to recall and maintain staff.
- C.3.5.6.2.10 Procedures to deliver non-medical supplies.
- C.3.5.6.3 The hospital and healthcare component plan shall include an identification of healthcare resources and healthcare personnel within the jurisdiction.
- C.3.5.6.4 The hospital and healthcare component plan shall conform to current Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards for emergency preparedness.
- C.3.5.7 Component Plan for the Forward Movement of Patients / Mass Casualty Management  
The Contractor shall develop a plan that includes the following:
  - C.3.5.7.1 The component plan for the forward movement of patients shall identify process for moving patients to other areas of the region, State, or Nation, in the event that local resources are insufficient to provide the definitive healthcare required for all those directly affected by the WMD or emergency response event.
  - C.3.5.7.2 The Plan shall identify the jurisdictional and regional capacity to care for patients.
  - C.3.5.7.3 A critical portion of the Plan shall be a statement specifying who in the jurisdiction has the authority to move patients.
  - C.3.5.7.4 The Plan shall identify all available modes of transportation (vehicular, railroad, and aircraft) in considering transportation operations.
  - C.3.5.7.5 The Plan shall address the coordination process by which patients are identified to the State, for Forward Movement of Patients within the State.
  - C.3.5.7.6 The Plan shall address the coordination process by which patients are forward moved within the Nation, via the Federal Emergency Management Agency (FEMA) Emergency Support Function (ESF) #8 and the National Disaster Medical System.
- C.3.5.8 Training Plan

The Contractor shall develop a plan that includes the following:

- C.3.5.8.1 A Training Plan for the jurisdiction's MMRS that identifies individual, team, and exercise training requirements for the Emergency Response System.
- C.3.5.8.2 The Training Plan shall address initial, refresher, and sustainment training requirements.
- C.3.5.8.3 The Training Plan shall identify training requirements for: First Responders, EMTs, Paramedics, Emergency Room Personnel, Hospital Personnel, Public Health Personnel, Emergency Management Personnel, and others, as appropriate.
- C.3.5.8.4 The Training Plan shall identify an Exercise Program and schedule of exercises.
- C.3.5.8.5 The Training Plan shall include a requirement for a jurisdictional Training Committee with representation from all functional emergency response disciplines, to ensure Training Plan requirements are fully accomplished.
- C.3.5.8.6 The Training Plan shall review previous WMD response training (Federal, State, Regional, or Local) that has been accomplished by the jurisdictional emergency response disciplines and identify how that training is integrated into meeting initial training requirements, continuing education, and other refresher training needs.
- C.3.5.9 Equipment Plan

The Contractor shall develop a plan that includes the following:

- C.3.5.9.1 An Equipment Plan that addresses acquisition, maintenance, and sustainment requirements for equipment in preparation for a response to the unique features of a terrorist WMD incident.
- C.3.5.9.2 The Equipment Plan shall include an inventory of existing equipment capability in the jurisdiction that establishes a general baseline for equipment designed to respond to an "all hazards" emergency response capability. The Plan shall display this inventory in an Existing Equipment List.
- C.3.5.9.3 The Equipment Plan shall identify additional equipment required to respond to the unique features of a terrorist WMD incident (including but not limited to, personnel protective equipment (PPE), detection equipment, decontamination equipment (both field and hospital), and support equipment).
- C.3.5.9.4 The Equipment Plan shall include an Equipment Acquisition List with a timetable for procurement of additional required equipment.
- C.3.5.9.5 The Equipment Plan shall identify a property officer for all property received and acquired under the Plan.
- C.3.5.9.6 The Equipment Plan shall include a spreadsheet detailing equipment procured/acquired from all Federal programs (DOD, DOJ, DHHS, FEMA, and DHS).

### C.3.6 Pharmaceutical Procurement

The Contractor shall coordinate the acquisition of pharmaceuticals if any are identified in the Pharmaceutical Plan. Funding for this procurement is the responsibility of the District Government.

### C.3.7 Operational Validation Exercise

The Contractor shall plan and coordinate an Operational Validation Exercise to confirm that the jurisdiction's Metropolitan Medical Response System Plan and the MMRS have achieved an integrated and operational status in preparation for a WMD or "all hazards" emergency response. The Operational Validation Exercise participants will include all functional elements that comprise the jurisdiction's Metropolitan Medical Response System.

### C.3.8 Final Operational Report

The Contractor shall develop a Final Operational Report that includes:

- C.3.8.1 An assessment of response capabilities (enhanced or created) that exist as a result of the Metropolitan Medical Response System development effort.
- C.3.8.2 Identification of a list of equipment and pharmaceuticals procured and received under the MMRS development effort.
- C.3.6.3 A summary of requirements for sustainment of the jurisdictions MMRS over a five year period.
- C.3.6.4 A statement that the jurisdiction's MMRS has achieved an operational status.

**SECTION D: PACKAGING AND MARKING**

This section is not applicable for this procurement.

**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, [if applicable], 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**

**F.1.1** 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.1.2 Four (4) one-year options depending on availability of funds.

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

**F.2.1** The District may extend the term of this contract for a period of **four (4)**, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

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

### **F.3 DELIVERABLES** (*List anything tangible that is to be delivered to the District i.e. reports, curriculum, plans*)

No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
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## Metropolitan Medical Response System (MMRS)

No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
C.3.5.1	Jurisdictional Response System (MMRS) Organizational and Development Plan	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 2 months after contract award. With update due 30 days following Operational Validation Exercise.
C3.5.2	Jurisdictional Basic Metropolitan Medical Response System Plan, with Appendices: NBC Agents as WMD; Incident Command/Incident Management System; Response Agencies Contact Lists; and Hospitals/Capabilities	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 6 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.3	Jurisdictional Metropolitan Medical Response System Pharmaceutical Plan	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 6 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.4	Component Plan for a Biological WMD	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 7 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.5	Component Plan for Responding to a Chemical, Radiological, Nuclear, or Explosive (CRNE) WMD	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 8 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.6	Component Plan for Hospitals and Healthcare Facilities	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 8 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.7	Component Plan for the Forward Movement of Patients / Mass Casualty Management	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 9 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.8	Training Plan	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 10 months after contract award. With update due 30 days following Operational Validation Exercise.
C.3.5.9	Equipment Plan	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	Final draft due 10 months after contract award. With update due 30 days following Operational Validation Exercise.

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No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
C.3.6	Acquire Pharmaceuticals identified in the Pharmaceutical Plan	1	Successful procurement of any pharmaceuticals identified in the Pharmaceutical Plan	Exercise. 1 month after completion of Pharmaceutical Plan
C.3.7	Operational Validation Exercise in accordance with HSEEP standards including but not limited to Initial / Mid / Final Planning Conferences, Situation Manual , After Action Report and Improvement Action Plan	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies	1 year after contract award
C.3.8	Final Operational Report	1	1 electronic version in MS Word compatible with Microsoft Word 2003 and 5 hard copies.	Final draft due 11 months after contract award. With final copy due 1 year after award of contract

**F.3.1** 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**

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.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:

**Name:** OCFO - DOH Accounts Payable  
**Address:** 64 New York Avenue  
Washington, DC 20002  
**Telephone:** 202-671-4288

- 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** 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 deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."

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

**G.6.1.2** 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 lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

**G.7 CONTRACTING OFFICER (CO)**

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

James Marshall  
Office of Contracting and Procurement  
Address: 441 4<sup>th</sup> St., NW, Suite 700S  
Telephone: 202 724-4197  
Fax: 202 727-0425  
Email: jim.marshall@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 and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Name: Beverly Pritchett**  
**Title: Senior Deputy Director**  
**Agency: Department of Health**  
**Address 64 New York Ave., NE, Suite 5000, Washington, DC 20002**  
**Telephone: 202-671-4222**

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (*insert current Determination No. and Date*), 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with

programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
- (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 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (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:

Metropolitan Medical Response System (MMRS)

- (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 certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

**H.6 PROTECTION OF PROPERTY:**

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

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

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

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.9 DISTRICT RESPONSIBILITIES**

The District through COTR will:

- H.9.1 Monitor the Contractor's performance.
- H.9.2 Inspect and accept all deliverables.
- H.9.3 Provide comments on deliverables.
- H.9.4 The Department of Health shall provide office space at 64 New York Ave., NE, Washington, DC 20002, land line telephone and automation support to the contractor. Offsite computers shall not be connected to the Department of Health local area network.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **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, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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 GENERAL REQUIREMENTS.** The 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 coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized

representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- I.8.1.1 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- I.8.1.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$ 1 Million per occurrence limits; \$ 2 Million per aggregate limits; and 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.8.1.3 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$ 1 Million per occurrence limits; \$ 2 Million per aggregate limits; and 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.8.1.4 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 Million 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.8.1.5 Workers' Compensation Insurance.
  - I.8.1.5.1 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
  - I.8.1.5.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$ 1 Million per accident for injury; \$ 1 Million per employee for disease; and \$ Million for policy disease limit.
- I.8.1.6 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$ 2 Million per occurrence, with the District of Columbia as an additional insured.
- I.8.1.7 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
  - I.8.1.7.1 The policy shall provide limits of \$ N/A per occurrence for each wrongful act and \$ N/A per aggregate for each wrongful act.

- I.8.1.7.2 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- I.8.1.8 Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$ 1 Million per occurrence for each wrongful act and \$ 1 Million per aggregate for each wrongful act.
- I.8.2 DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.8.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.8.4 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

## **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.2.2. 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:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

DCHC-2009-R-0722

Metropolitan Medical Response System (MMRS)

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

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENT**

- J.1.1 Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”),
- J.1.2 Wage Determination No. 2005-2103, Revision No. 08 Dated May 26, 2009
- J.1.3 Guidelines for Performance of Northern Virginia (NOVA) MMRS Development Jurisdiction’s Operational Validation Exercise

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.)*

- J.2.1 E.E.O. Information and Mayor’s Order 85-85
- J.2.2 Tax Certification Affidavit
- J.2.3 First Source Employment Agreement
- J.2.4 Cost/Price Data Package
- J.2.5 District of Columbia Living Wage Notice
- J.2.6 District of Columbia Living Wage Fact Sheet
- J.2.7 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).

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**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.



## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and *four (4)* 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. (*insert solicitation number, title and name of offeror*)".

*(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)*

#### **L.2.2 PROPOSAL CONTENT AND ORGANIZATION**

##### **L.2.2.1 Technical Approach**

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and methodology to provide the required services described in C.3. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services. The Offeror shall provide at a minimum the following information:

Metropolitan Medical Response System (MMRS)

- L.2.2.1.1 A written narrative including evidence of the offeror's understanding of the technical components of the requirements and an awareness of the scope and complexity of services to be provided;
- L.2.2.1.2 A written narrative of the offeror's methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements and recognize and address potential issues associated with providing the services requested;
- L.2.2.1.3 Identifies specific creative and innovative features of the services the offeror will provide and the expected benefits to be derived from these features; and provides evidence of knowledge of best practices in public health, hospitals and medical care delivery, emergency medical services, and public safety preparedness and response related planning.

L.2.2.2 Past Performance

This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance

- L.2.2.2.1 The offeror provides references for at least three (3) contracts in which the offeror has performed works similar in size and scope as described in Section C.3. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and
- L.2.2.2.2 The offeror provides a copy of a previous report produced under any previous contract for work similar to this job.

L.2.2.3 Technical Expertise

This factor considers the technical expertise of the offeror to perform the District's requirements as described in Section C.3 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. This factor considers the importance of the interrelationships of each staff component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to track deliverables, and the scheduling, coordination and documentation of the requirements. This factor examines the technical capacity of the offeror and of the techniques and processes the offeror will use in the fulfilling the requirements as described in Section C of this solicitation.

- L.2.2.3.1 A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff

qualifications, experience, and skills to successfully provide the required services described in C.;

L.2.2.3.2 An organizational chart illustrating the Offeror's staffing plan that delineates at a minimum the following:

- a. Each staff member to perform services under this contract and the corresponding position/title
- b. Reporting Lines clearly showing the lines of accountability

L.2.2.3.3 The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:

- a. Resumes, Certifications, and Licenses, as applicable
- b. Position Description
- c. Years of relevant work experience on similar projects

L.2.2.3.4 Presents in the offeror's proposal that exhibit the offeror's ability to schedule, coordinate and document the delivery of services and deliverables.

### **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 August 5, 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 **July 27, 2009 4:00 PM**. The District will not consider any questions received later than **July 27, 2009 4:00 PM**. 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, **Jim Marshall, Office of Contracting and Procurement, 441 4<sup>th</sup> St., Washington, DC 20001 and 202) 724-4197** by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, **Office of Contracting and Procurement** of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer 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 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.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:

James H. Marshall, Contracting Officer  
441 4<sup>th</sup> Street, NW, #700 South  
Washington, DC 20001  
Telephone: (202) 724-4197

And

Office of Risk Management  
441 4<sup>th</sup> Street, NW, Suite 800 South  
Washington, DC 20001

### **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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.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 nonresponsible.

**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 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies that are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies 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 10 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 8 (4/5 of 10). The sub factor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

Technical Approach	0-30 points
Technical Expertise	0-30 points
Past Performance	0-20 points

**M.3.1 TECHNICAL CRITERIA (80 Points)**

**M.3.1.1. Technical approach 30 Points**

Demonstration that has given consideration to the methodology, has an understanding of the objectives, scope, and deliverables, and possesses an ability to comply with the schedule. The standard is met when the offeror provides the information requested in Section L.2.2.1.

**M.3.1.2. Past performance 20 Points**

Demonstration of the successful completion of similar projects. The standard is met when the offeror provides the information requested in L.2.2.2.

**M.3.1.3. Factor 3: Technical expertise 30 Points**

Demonstration of experience and qualifications of those to be assigned to this project. The standard is met when the offeror provides the information requested in L.2.2.3.

**M.3.2 PRICE CRITERIA 20 Points**

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

$$\frac{\text{Lowest price proposal} \times (20)}{\text{price of proposal being evaluated}} = \text{evaluated price score}$$

**M.3.3 LSDBE PREFERENCE as described in M.5. 12 Points**

**M.3.4 TOTAL 112 Points**

**M.4 EVALUATION OF OPTION YEARS**

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

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

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

### **M.5.1 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.5.1.1** 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.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, 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.5.2 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is 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, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

**M.5.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

**M.5.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.3 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.4 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.5.5 Vendor Submission for Preferences**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5.6 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.5.1, 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 shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, 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.5.6.1** 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.5.6.2** 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.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**M.5.6.4** 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.5.6.5** 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.5.6.6** 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.5.6.7** 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.5.6.8** 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.5.6.9** 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.5.7 Compliance Reports**

By the 21<sup>st</sup> 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.5.7.1** The dollar amount of the contract or procurement;

**M.5.7.2** A brief description of the goods procured or the services contracted for;

**M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;

**M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;

**M.5.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**M.5.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and

**M.5.7.7** 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.5.1.

**M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan**

**M.5.8.1** 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.5.8.2** 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.