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|--|---|--|-----------------------------------|--|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption Health Emergency Preparedness and Response Administration | | Page of Pages 1 51 | |
| 2. Contract Number | 3. Solicitation Number DCHC-2010-R-4711 | 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"/> Emergency | 5. Date Issued 03/02/10 | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category: | |
| 7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001 | | 8. Address Offer to: Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, D.C. 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, N.W., Suite 703 South** until **2:00pm** local time **March 31, 2010**
(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 Terique Smith | B. Telephone (Area Code) 202 (Number) 724-5116 (Ext) | C. E-mail Address terique.smith@dc.gov |
|-----------------------------|---------------------------------|---|--|

11. Table of Contents

| (X) | Section | Description | Page No. | (X) | Section | Description | Page No. |
|-----------------------|---------|-------------------------------------|----------|--|---------|--|----------|
| PART I - THE SCHEDULE | | | | PART II CONTRACT CLAUSES | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 23 |
| X | B | Supplies or Services and Price/Cost | 2 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | |
| X | C | Specifications/Work Statement | 3 | X | J | List of Attachments | 30 |
| x | D | Packaging and Marking | 7 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | Inspection and Acceptance | 8 | Representations, certifications and other statements of offerors | | | |
| X | F | Deliveries or Performance | 9 | | | | |
| X | G | Contract Administration Data | 10 | X | L | Instructions, conditions & notices to offerors | 34 |
| X | H | Special Contract Requirements | 16 | X | M | Evaluation factors for award | 45 |

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

| | | | | |
|---------------------------------|---|---|---|--|
| 13. Discount for Prompt Payment | <input type="checkbox"/> 10 Calendar days % | <input type="checkbox"/> 20 Calendar days % | <input type="checkbox"/> 30 Calendar days % | <input type="checkbox"/> Calendar days % |
|---------------------------------|---|---|---|--|

| | | | | |
|---|------------------|------|------------------|------|
| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION): | Amendment Number | Date | Amendment Number | Date |
| | | | | |

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

**SECTION B
SUPPLIES OR SERVICES AND PRICE/COST**

B.1 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH), the Health Emergency Preparedness and Response Administration (HEPRA) is seeking a contractor to identify Institutional Planning Partners to dispense medical supplies during an emergency situation and support the development of the institutions' site-specific dispensing plans. Additionally, the contractor shall plan for an institutional dispensing training and develop educational materials for use prior to and during institutional delivery operations.

B.2 CONTRACT TYPE

The District contemplates the award of a fixed price contract.

B.3 PRICE SCHEDULE

| Contract Line Item Number (CLIN) | Description | Total Price |
|----------------------------------|--|-------------|
| 0001 | Institutional Planning Partners Recruitment and Training as described in Section C.3.2 and C.3.5 | \$ _____ |
| 0002 | Medical Supply Disbursement Curriculum as described in Section C.3.4 | \$ _____ |

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH), the Health Emergency Preparedness and Response Administration (HEPRA) is seeking a contractor to identify Institutional Planning Partners to dispense medical supplies during an emergency situation and support the development of the institutions' site-specific dispensing plans. Additionally, the contractor shall plan for an institutional dispensing training and develop educational materials for use prior to and during institutional delivery operations.

C.1.1 APPLICABLE DOCUMENTS

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

| No. | Document Type | Name | Version |
|-----|---------------|--|---------------|
| 1 | DC DOH Plan | DC Mass Prophylaxis Field Operations Guide (FOG) <i>Confidential- available upon contract award</i> | December 2008 |
| 2 | DC DOH Plan | DOH Cities Readiness Initiative Operations Plan Available at DOH office: 64 New York Ave. Suite 500, Washington, DC | May 2007 |
| 3 | DC DOH Plan | Institutional POD Planning Guidance <i>Confidential- available upon contract award</i> | June 2009 |

C.1.2 DEFINITIONS

C.1.2.1 Cities Readiness Initiative (CRI) is a federally funded effort to prepare major US cities and metropolitan areas to effectively respond to a large scale bioterrorist event by dispensing antibiotics to their entire identified population within 48 hours of the decision to do so.

C.1.2.2 Medication Center is an emergency dispensing operation that distributes medications or vaccinations directly to the public. It can describe either medically staffed or non-medically staffed facilities.

- C.1.2.3 Institutional Delivery Model** provides instruction to disburse medical supplies, including prophylaxes, during an emergency.
- C.1.2.4 Institutional Planning Partners** are Institutions that partner with the District of Columbia to develop individual institutional dispensing plans and supporting documents for the rapid distribution of prophylactic medications during an emergency.
- C.1.2.5 Institutional Plan Template** is a document developed by HEPRA to guide partnering organizations, businesses, or agencies in the writing of a site-specific plan to distribute mass antibiotics to their employees.
- C.1.2.5 Institutional Points of Dispensing (PODs)** is a type of dispensing framework that focuses on timely and widespread distribution of antibiotics (mass prophylaxis) following a widespread bio-event, to the employees and immediate family members of a defined institution. An Institutional POD is not open to the public and is staffed using an institution's own personnel and response resources.

C.2 BACKGROUND

The District of Columbia, Department of Health's (DOH) pandemic and bioterrorism response plans include the distribution of medications through Public Health Medication Centers. The Cities Readiness Initiative (CRI) requires distribution of antibiotics to every person in the District within 48 hours of the decision to act. This will entail the opening and staffing of 40 medication centers. DOH serves a nighttime population of approximately 600,000 residents, a daytime population of 1-2 million people and is the first responder to the White House, the US Capitol Building, and other federal agencies located throughout the District. In order to meet this large demand in such a short time period, support is needed to facilitate the distribution of prophylactic medications to the aforementioned various populations. This would help to meet the need for prophylaxis secondary to an aerosolized anthrax attack, influenza pandemic, or other public health emergency.

DOH currently has the capability to open multiple public health medication centers throughout the District. However, it will be extremely difficult to open and staff enough centers to provide mass prophylaxis to the entire population within 48 hours, given the aforementioned conditions. To this end, DOH will work with at least ten (10) Institutional Planning Partners to establish Institutional Points of Dispensing (PODs). By developing a joint program with institutional partners, the District will be able to reduce the number of personnel arriving at their public health medication centers while at the same time providing prophylaxis to a large subset of the population with limited additional demand on personnel and response resources. The goal of this project will be to partner with District of Columbia institutions to develop individual institutional dispensing plans and supporting documents for the rapid distribution of prophylactic medications to institutions' employees and immediate family members.

C.3 REQUIREMENTS

C.3.1 Meetings with the Department of Health

C.3.1.1 Kickoff Meeting. The Contractor shall attend a kickoff meeting, scheduled and hosted by the Contracting Officer's Technical Representative (COTR), no later than 14 days from the date of contract award to receive restricted dissemination documents, updates, discuss deliverables, review the existing material, including guidance, plans, and priorities.

C.3.1.2. Monthly Meetings. The Contractor shall be available to attend monthly meetings with Department of Health representatives at DOH HEPRA's offices or other DC institutions as necessary to develop POD planning and collect baseline data.

C.3.2 Meetings with Institutional Planning Partners

C.3.2.1 The Contractor shall facilitate at least two (2) group meetings with approximately 20 potential Institutional Planning Partners identified by HEPRA and provide a brief of the developed procedures and protocols. The Contractor shall collect the following data from the potential Institutional Planning Partners identified by DOH: appropriate point-of-contact, contact information, a brief description of the institution, and approximate number of employees.

C.3.2.2 The Contractor shall then select at least ten (10) of the potential Institutional Planning Partners to participate in individual weekly meetings to discuss detailed POD requirements and procedures, which are provided in the DOH's Institutional POD Planning Guidance. The Contractor shall gather information and ensure that developed policies and protocols are agreeable to the institutions.

C.3.2.3 The Contractor shall develop meeting agendas and provide draft and final copies of all meeting materials provided by DOH at least two days before each meeting, and print final materials for meeting participants.

C.3.2.4 The Contractor shall determine and secure the meeting venues and provide food and drink hospitality for each meeting.

C.3.3 Reporting

C.3.3.1 The Contractor shall draft and finalize a work plan for accomplishing all requirements as described in Section C.3.

C.3.3.2 The Contractor shall provide written progress reports at monthly meetings with DOH.

C.3.3.3 The Contractor shall collect data from each of the selected institutions pertaining to current staffing levels, logistical and operational capabilities, current occupational health capabilities, emergency contact numbers, and points of contact.

C.3.3.4 The Contractor shall keep records of attendance, meeting minutes, and deliverables agreed upon at each meeting.

C.3.3.5 The Contractor shall administer, collect, and track the paperwork and progress involved in the development of institutional planning for each site.

C.3.3.6 Project Evaluation. The Contractor shall write a final report evaluating the project. The report will examine at a minimum:

- Successes of the project, i.e. Whether the project goals were met as described in section C.1
- Final compilation of data from all meetings
- Barriers to successfully implementing the project
- Recommendations for future plan improvements and recruiting of Institutional POD sites

C.3.4 Development of Educational Materials for Institutional Planning Partners Employees

C.3.4.1 The Contractor shall develop a template draft and final copy of educational materials regarding institutional delivery for employees of partner institutions and their families. The educational materials will be for use prior to and during a mass prophylaxis event. The DOH will provide guidance from the Institutional Planning Guide, but the Contractor shall include supplemental agency-approved material.

C.3.5 Training Event for all Institutional Partners

The Contractor shall plan a training event with all institutional partners, newly recruited Institutional Planning Partners, as well as current Institutional Planning Partners (up to 20 Institutional Planning Partners) to discuss the tasks and options necessary to complete an institutional delivery plan. Approximately 3 persons from each entity will be invited, but no more than 80 total participants included.

C.3.5.2 The Contractor shall determine, secure, and set-up the training venue and provide food and drink hospitality for the training. The Contractor shall provide all logistical planning for the training event.

C.3.5.3 The Contractor shall prepare a draft and final copy of all training materials and print final training materials for all registered participants. The training will include a detailed description of the four models in the Institutional Plan Template, and a demonstration of an institutional dispensing site.

**SECTION D
PACKAGING AND MARKING**

This section is not applicable to this procurement.

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the Contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF THE CONTRACT

The term of the Contract shall be from the Date of Award through June 30, 2010.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit deliverables to the COTR in accordance with the due dates below:

F.2.1

| No | CLIN | Deliverable | Quantity | Format & Method of Delivery | Due Date |
|----|---------|---|-------------------------------------|--|----------------------------------|
| 1 | C.3.3.1 | Final Work Plan | 1 electronic copy, 3 hard copies | Electronic copies in a unprotected file/ Microsoft Word format. | 10 days after award |
| 2 | C.3.2.3 | Meeting Agenda and Material | 1 electronic copy; 3 hard copies | Electronic copies/Microsoft Word format | 3 days prior to each meeting |
| 3 | C.3.2.1 | Institutional Planning Partner Contact Data | 1 electronic copy, 3 hard copies | Electronic copies/ Microsoft Word format | 1 week after final group meeting |
| 4 | C.3.3.4 | Meeting Minutes and Attendance | 1 electronic copy, 3 hard copies | Electronic copies in a Microsoft Word format | Within 3 days of each meeting |
| 5 | C.3.4.1 | Educational Materials Template | Electronic copy, 3 hard copies | Electronic copies in a Microsoft Word format | 14 days before |
| 6 | C.3.3.6 | Project Evaluation | Electronic copy, 3 hard copies | Electronic copies in a Microsoft Word format. | June 25, 2010 |
| 7 | C.3.3.2 | Progress Reports | Electronic copy, 3 hard copies | Electronic copies in a Microsoft Word format. | Monthly |

**SECTION G
CONTRACT ADMINISTRATION**

G.1 INVOICE PAYMENT

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

G.1.2 The District will pay the Contractor on or before the 30th day after receiving authorization by the COTR.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in G.9.2 below. The address of the CFO is:

State Homeland Security Grant
300 Indiana Ave., NW, Rm. 4106
Washington, DC 20001
Phone: 202-727-5298
Fax: 202-727-4845

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

- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b. Contract number, block number two (2) and Purchase Order number, Assignment of an invoice number by the Contractor is also recommended;
- c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d. Other supporting documentation or information, as required by the contracting officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
- h. Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, 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 Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

The District will pay the Contractor in accordance with the following payment schedule upon acceptance of deliverables and presentation of a properly executed invoice and authorization by COTR.

G.4.1

| Payment No. | Deliverable Number | Payment Amount |
|-------------|------------------------|---|
| 1 | #1 as described in F.2 | 1/3 of the total price as described in B.3, (CLIN 0001) |
| 2 | #5 as described in F.2 | 1/3 of the total price as described in B.3, (CLIN 0002) |
| 3 | #6 as described in F.2 | 1/3 of the total price as described in B.3 |

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, 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 money claims pursuant to authority contained in the contract, 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 QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

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

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Room 700 South
Washington, D.C. 20001
202-724-4197 (Voice)
202 727-0245 (Fax)
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, notwithstanding provisions contained elsewhere in 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, or pursuant to specific authority otherwise included as part of this Contract.

G.8.3 In the event the Contractor effects any change at the direction 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 Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

G.9.2 The address and telephone number of the Contracting Officer Technical Representative is:

Kimberly Anderson Eshleman,
DOH, Health Emergency Preparedness and Response Administration
District of Columbia Department of Health (DOH)
64 New York Ave, NE
Washington, DC 20002, Suite 5000
Office: 202-671-0828
Mobile: 202-631-0765,
kimberly.anderson@dc.gov

- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
 - G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 - G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
 - G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
 - G.9.3.4** Change the period of performance; or
 - G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any 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 applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 6, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

- a. Number of employees needed;
- b. Number of current employees transferred;

Health Emergency Preparedness and Response Administration

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

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

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

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

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

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the

Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. 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 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.9.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov

H.9.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov

H.9.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.7 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.6 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.6 Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10** Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**SECTION I
STANDARD 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. (Attachment J.1)

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 Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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 the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and,

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 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, 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 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, 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 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, 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 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, 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 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 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, for:

I.5.11.1 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,

I.5.11.2 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District,

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

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

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **Measure OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name of Contracting Officer

Address of Contracting Officer

Phone Number/E-mail Address

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 Attachment J.4. 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:

- I.10.1 Supplies or Services and Price/Cost Section (Section B)
- I.10.2 Specifications/Work Statement (Section C)
- I.10.3 Special Contract Requirements (Section H)
- I.10.4 Contract Clauses (Section I)
- I.10.5 Inspection and Acceptance (Section E)
- I.10.6 Deliveries and Performance (Section F)
- I.10.7 Contract Administration (Section G)
- I.10.8 Contract Attachments (Section J) in the order that they appear

SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the RFP by reference and made a part of the RFP in the order of priority described in I.10.

| Attachment Number | Document |
|-------------------|---|
| J.1 | Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007 |
| J.2 | U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 09 |
| J.3 | Reserved. |
| J.4 | Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 |
| J.5 | Government of the District of Columbia Department of Employment Services First Source Employment Agreement |
| J.6 | District of Columbia Living Wage Notice |
| J.7 | District of Columbia Living Wage Fact Sheet |
| J.8 | Tax Certification Affidavit |
| J.9 | Past Performance Evaluation Form |
| J.10 | Cost/Price Data Package |

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that

K.2.1 It operates as:

A corporation incorporated under the laws of the State of:

- _____
- An individual,
 - A partnership,
 - A nonprofit organization, or
 - A joint venture.

K.2.2 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

K.3.1 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.

Date, Name, Title, Signature.

K.3.2 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 subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 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 Clause13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.5.1.1 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:

K.5.1.1.1 Those prices;

K.5.1.1.2 The intention to submit a contract; or

K.5.1.1.3 The methods or factors used to calculate the prices in the contract.

K.5.1.2 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

K.5.1.3 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.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

K.5.2.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.5.1 above:

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

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

K.5.2.3.1 Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and

K.5.2.3.2 As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the offeror deletes or modifies Section K.5.1.2 above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.8.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award one (1) contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be the most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered. A description of evaluation factors is found in Section M.

L.1.2 Initial Offers

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

L.2 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

L.2.1 Offerors shall provide one (1) original and five (5) electronic copies of the technical proposal and a price proposal under separate cover by **Wednesday, March 31, 2010, 2:00pm** to:

**Office of Contracting and Procurement
441 4th Street, NW, Suite 703 South
Washington, DC 20001**

The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical and Volume II Cost and Price. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCHC-2010-R-4711
Health Emergency Preparedness and Response Administration"

L.2.2 The Technical and Cost and Price Volumes shall contain written narratives and attachments as described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

L.2.2.1 Typewritten (8.5" by 11" bond paper);

L.2.2.2 Single spaced;

L.2.2.3 One (1) sided;

L.2.2.4 Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);

L.2.2.5 One (1)-inch (or greater) margins;

L.2.2.6 Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;

L.2.2.7 Attachments shall be attached in the Appendix to Volume I; and

L.2.2.8 Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the contract provisions as described in Sections A – K of the solicitation. The Cover Letter shall be signed by an authorized representative of the Offeror's organization.

L.2.4 The Offeror shall prepare a Table of Contents for each volume indicating the location of the title of the subheadings and page numbers for each subheading.

L.2.5 Offerors are directed to Section M of this solicitation, containing Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Standards and M.4 Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.3. 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 greatest value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement.

L.2.6 The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing reference to the requirement being addressed.

L.2.7 Proposal Information Submission

L.2.7.1 When responding to the instructions in Section L.3, below, Offeror shall provide information, as applicable, regarding:

L.2.7.1.1 Services provided by the Offeror similar in size and scope as those described in the relevant section of Section C; and

L.2.7.1.2 When relevant, the qualifications, training, education, years of experience, and capability of Offeror's key personnel to perform the required services.

L.3 Proposal Content and Organization

L.3.1 Volume I - Technical Proposal

The Offeror's technical proposal shall be organized into the following separately marked sections:

L.3.1.1 Technical Expertise

The Offeror shall provide the following:

L.3.1.1.1 Technical Expertise Narratives

- a. A narrative describing the Offeror's specific experience and expertise conducting recruitment seminars and instruction as described in Section C.3.2.
- b. A narrative to describe the Offeror's proposed staffing plan, staffing pattern, and organizational structure to successfully fulfill the required services described in Section C.3.

L.3.1.1.2 Technical Expertise Attachments

- a. Organizational Chart that indicates the Offeror's staff by name and position, subcontractors, and consultants to provide services under this contract. The Offeror's organizational chart shall provide the Offeror's structure and reporting lines and lines of accountability for those to perform services under this contract.
- b. Resumes of the Offeror's key personnel appearing on the organizational chart describing education/training, licenses and certifications held, and details about any current or past related work

experience similar to the responsibilities to be performed in support of the required services.

L.3.1.2 Technical Approach

The Offeror shall provide the following:

L.3.1.2.1 Technical Approach Narratives

- a. A narrative to describe the Offeror's understanding of the District's requirements (C.3) and the District's objectives as described in C.2.3;
- b. A narrative to describe the Offeror's technical approach to completing the required services described in Section C.3 and the deliverables described in Section F.2.1.

L.3.1.3 Past Performance

The Offeror shall provide the following:

L.3.1.3.1 Past Performance Narratives

- a. A description the Offeror's past performances providing services and work on projects similar in size and scope as those described in C.3 including lessons learned, problematic situations and barriers faced by the Offeror, and how the Offeror overcame these problems.

L.3.1.3.2 Past Performance Attachments

- a. A list of contracts the Offeror has previously provided similar in size and scope as those described in C.3.
 - a. Contract number and period of performance;
 - b. Contract amount;
 - c. Name of the Contracting Officer Technical Representative (COTR) as identified or program manager with verified phone number and e-mail address;
 - d. Specific description of services provided;
- b. The Offeror shall have its client references complete the attached Past Performance Evaluation Form (Attachment J.9) and return the signed form directly to Terique Smith, Contract Specialist, via fax at 202-727-0245 or via email at Terique.Smith@dc.gov by the closing date for proposals described on page 1.

L.3.1.4 Representations and Certifications

The Offeror shall complete the following representations and certifications:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Attachments J.4., J.5, J.8 of this solicitation;
- c. Completed Representations and Certifications and other statements of the Offeror in Section K.1, K.2, K.3, K.4, K.5, and K.6; and
- d. Licenses and documentation of incorporation; and

L.3.2 Volume II: Price Proposal

The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal stated in Section B.3 to perform the requirements of the solicitation as described in Section C.3.

- a. Complete Price Schedule (Section B.3) showing the total proposed price to provide the required services;
- b. Cost/Price Certification (Attachment J.10)

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

L.4.1 Proposal Submission

Proposals must be submitted by the date indicated on Section A, Page One (1), Block Nine (9) of the RFP. 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:

L.4.1.1 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;

L.4.1.2 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

L.4.1.3 The proposal is the only proposal received.

L.4.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.4.3 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 Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.4 Late Modifications

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

L.4.5 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.5 Explanation to Prospective Offerors

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Failure to Submit Offer

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

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.7.1.1 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 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.8 RESERVED

L.9 PROPOSAL PROTESTS

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

L.10 SIGNING OF OFFERS

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

L.11 RESERVED

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

The District is not liable for any costs incurred by Offerors in submitting proposals in response to this solicitation or in implementing a contract awarded under this solicitation.

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

In addition to other proposal submission requirements, Offeror must submit an electronic copy of its proposal, including all narratives and attachments for Volumes 1 and 2, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, 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.15 CERTIFICATES OF INSURANCE

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

Jim Marshall
Office of Contracting and Procurement
441 4th Street N.W. Suite 700 South
Washington, D.C. 20001
Telephone: 202-724-4197
Fax: 202 727-0245
Email: jim.marshall@dc.gov

L.16 ACKNOWLEDGEMENT OF AMENDMENTS

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. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the

solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Broker selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of Offeror;

L.18.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.18.3 If Offeror is a partnership or joint venture, the names and addresses of the general partners or individual Recipients of the joint venture, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Brokers will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.20 STANDARDS OF RESPONSIBILITY

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

Health Emergency Preparedness and Response Administration

- L.20.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.20.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.20.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6 Evidence of the necessary technical equipment and facilities or the ability to obtain them.
- L.20.7 Evidence that Offeror does not have any judgments against it that may negatively affect or preclude satisfactory performance.
- L.20.8 Evidence that Offeror maintains a license (if applicable) and is in good standing in the other jurisdictions where Offeror operates.
- L.20.9 If Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Offeror to be non-responsible.

L.21 PRE-PROPOSAL CONFERENCE

L.21.1 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. The Conference will be held on:

Tuesday, March 16, 2010 at 2:00 pm.
Public Safety Conference Room
Office of Contracting and Procurement
District of Columbia Government
441 4th Street, NW, Suite 700 South
Washington, DC 20001

L.21.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror 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 SCALE

M.2.1 The Offeror's technical proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 40 or 32.

M.3 EVALUATION STANDARDS

M.3.1 In accordance with M.1, the District will make an award that is most advantageous to the District to the responsible Offeror(s) whose offer conforms to the

solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.2.1 Technical Expertise (30 Points)

Offeror's proposed key personnel have the necessary qualification and experience to perform the District's requirements as described in Section C.3, the Scope of Work of this solicitation and as delineated in Section L.3.1.1 Technical Expertise.

M.3.2.2 Technical Approach (20 Points)

Offeror has demonstrated its understanding of Health Preparedness and Response Administration requirements as described in Section C.3 Scope of Work and the Offeror's proposed strategies and theories to successfully perform the District's requirements as delineated in Section L.3.1.2.

M.3.2.3 Past Performance (20 points)

Offeror has satisfactorily provided similar services, including health-related administration as described in Section C.3 Scope of Work and as delineated in Section L. 3.1.3.

M.3.3 Price (30 Points)

M.3.3.1 Price evaluations will account for up to thirty (30) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price within an acceptable range will receive the maximum points. All other proposals will receive a proportionately lower total score.

M.3.3.2 The price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in the Offeror's Price Proposal (Section L.3.2 and information the Offeror provides in the Table in Section B.3) and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (10) \text{ (Maximum Points)} = \text{Evaluated Price Score}$$

M.4 EVALUATION CRITERIA

M.4.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.4.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.3 in accordance with the evaluation factors described below. Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate Contractor’s response. The scoring for each evaluation factor will be based on the District’s determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District’s risk will also be considered. .

M.4.3 Preference Points will be awarded in accordance with Section M.5 below for a total six (6) preference points on a one hundred point (100) point scale).

M.4.4 Total Points

M.4.4.1 The total points awarded under the solicitation are one hundred.

| TECHNICAL EVALUATION FACTORS | | | |
|---|--|------------------------|--|
| 0 – 100 POINTS | | | |
| EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR | | POINT VALUE | RELATIVE IMPORTANCE |
| Technical Expertise | | 0 - 30 | |
| Technical Approach | | 0 - 20 | |
| Past Performance | | 0 - 20 | |
| PRICE EVALUATION | | | |
| 0 – 10 | | | |
| Price | | 0 - 30 | Price is less important than Technical Capability and Corporate Qualifications. |

| PREFERENCE POINTS | | |
|---|--------------|--|
| 0 – 12 | | |
| Preference Points | 0 –12 | Preference Points as described in M.6.1 |
| Small Business Enterprise (SBE) | 3 | |
| Resident Owned Business (ROB) | 3 | |
| Longtime Resident Business (LRB) | 10 | |
| Local Business Enterprise (LBE) | 2 | |
| Disadvantaged Business Enterprise located in an Enterprise Zone | 2 | |
| Disadvantaged Business Enterprise (DBE) | 2 | |

M.5 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.5.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.5.1.1 General Preferences

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

M.5.1.1.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.1.2 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.3 Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.4 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.5 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.1.1.6 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

M.5.2.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2)

points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an 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 twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.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 bid or 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 RBO, 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 ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.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: LSDBE Certification Program
441 Fourth Street, N.W., 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.