

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

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH), Health Emergency Preparedness and Response Administration (HEPRA) is seeking a qualified Contractor with experience to develop a Public Health Mass Fatality Management Plan to operationalize the responsibilities of ESF #8’s primary agency, the DC Department of Health, and secondary agencies for mass fatality events with OCME jurisdiction and for non-OCME mass fatality events. ESF #8’s secondary agencies include but are not limited to the Office of the Chief Medical Examiner (OCME), District of Columbia Fire-EMS Department (DC FEMS), the District of Columbia Homeland Security, Emergency Management Agency (DC HSEMA).

B.2 The District contemplates the award of a fixed price task order to be issued against the Contractor’s GSA Schedule contract.

B.3 PRICE SCHEDULE – FIXED PRICE

B.3.1 BASE PERIOD

Contract Line Item No. (CLIN)	Line Item Description	Total Price
0001	Develop a Public Health Mass Fatality Management Plan to operationalize the responsibilities of ESF #8’s primary agency, the DC Department of Health, and secondary agencies for mass fatality events with OCME jurisdiction and for non-OCME mass fatality events as described in C.3.1.	\$ _____
Total for Base Year		\$ _____

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SECTION C
SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The District of Columbia Department of Health (DC DOH), Health Emergency Preparedness and Response Administration (HEPRA) is seeking a Contractor to develop an operational Public Health Fatality Management Plan. The plan shall delineate the fatality management roles and responsibilities of the primary and secondary Emergency Support Function 8 (ESF-8) agencies and the Office of the Chief Medical Examiner (OCME) during fatality events in which the OCME has jurisdiction, and during fatality events without OCME jurisdiction as indicated in The District Response Plan (DRP) and DC ST §5-1405. The plan shall also address the cultural, religious, legal and regulatory issues, as they relate to the disposition of the deceased under conditions of a bioterrorist event or public health emergency in the District of Columbia and within the National Capitol Region (NCR).

C.1.1 Definitions

The following definitions are applicable to this solicitation:

C.1.1.1 District Response Plan (DRP) – Provides the framework for District government entities to respond to public emergencies in the metropolitan Washington area. The DRP provides a unified command and control structure for District emergency response operations to ensure a coordinated and effective operation.

- a. The DRP describes how District agencies will work collaboratively within the District and with our regional and federal partners.
- b. The ultimate goal is to protect the public and respond efficiently and effectively to significant incidents that threaten life, property, public safety, and the environment in the District of Columbia.
- c. The DRP incorporates the concepts and processes of the National Incident Management System (NIMS) and the National Response Plan (NRP).

C.1.1.2 Emergency Support Functions (ESFs) – Areas of functional responsibility; the DRP identifies 16. Each ESF is headed by a primary District agency designated on the basis of its authorities, resources, and capabilities in the particular functional area. Each primary agency is supported by an array of agencies that have similar functional roles and responsibilities.

- a. District response assistance is provided using some or all District ESFs as necessary. In addition, each District ESF is partnered with the federal agency that leads the corresponding Federal ESF under the National Response Plan.

C.1.1.3 Incident Command System (ICS) – A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

- a. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents.
- b. ICS is used for all kinds of emergencies and is applicable to small, as well as large, and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

C.1.1.4 Legal – Relating to the law or courts of law.

C.1.1.5 Mass Fatality – Any incident resulting in more deaths than can be managed with locally available resources.

C.1.1.6 National Capital Region – The National Capital Region (NCR) is comprised of the Nation’s Capitol and the surrounding 21 local governments that include Montgomery, Prince Georges and Frederick Counties in Maryland, and Arlington, Fairfax, Loudon and Prince William Counties in Virginia,

C.1.1.7 National Incident Management System (NIMS): A system mandated by Homeland Security Presidential Directive – 5 (HSPD) that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

- a. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of concepts, principles, and terminology.
- b. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

C.1.1.8 Natural Disease Processes – include but are not limited to Pandemic Influenza or Severe Acute Respiratory Syndrome (SARS)

C.1.1.9 Office of the Assistant Secretary for Preparedness and Response: Agency within the Department of Health and Human Services (DHHS) charged with managing Hospital Preparedness Program Cooperative Agreement

C.1.1.10 Operational – Identifies the processes or series of actions needed for achieving a result.

C.1.1.11 Regulatory – Organizes and controls an activity or process by making it subject to rules or laws.

C.1.1.12 Public Health – Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

C.1.1.13 Unnatural Causes – include but are not limited to catastrophic events of nature (hurricane, flood, earthquake, and tsunami), bioterrorism (use of agents such as anthrax, smallpox, Ebola) and terrorist attacks (World Trade Center, arson-related forest fires).

C.1.2 Applicable Documents

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

No.	Document Type	Name	Version
1	Centers for Disease Control and Prevention, Department of Health and Human Services	Public Health Emergency Preparedness Cooperative Agreement http://emergency.cdc.gov/planning/coopagreement/pdf/fy07announcement.pdf	September 2007
2	Department of Health and Human Services, Assistant Secretary for Preparedness and Response	National Healthcare Preparedness Program Cooperative Agreement http://www.hhs.gov/aspr/oepo/hpp/2007_hpp_guidance.pdf	August 2007
3	Department of Health and Human Services, Assistant Secretary for Preparedness and Response	Pandemic Influenza Supplement for Medical Surge Capacity and Capability https://www.dshs.state.tx.us/comprep/bthosp/panfluguide.pdf	October 2007
4	DC Department of Health	Health and Medical Emergency Operation Plan Attachment J	February 2007
5	US Department of Homeland Security	The National Framework http://www.fema.gov/emergency/nrf/mainindex.htm	January 2008
8	DC Code	District of Columbia Code §5-1405; §5-1409; §5-1411; §7-211; §7-212; §7-220; and §7-622;	Latest Version

C.2 BACKGROUND

C.2.1 The mission of the Health Emergency Preparedness and Response Administration (HEPRA) is to coordinate the delivery of emergency medical services and trauma care to residents, workers, and visitors in the District of Columbia. The Administration's responsibilities also include emergency planning, training for emergency response, and operation of Department of Health Medical Command Posts during citywide emergencies. HEPRA is the administration within DOH responsible leading the ESF #8 response during public emergencies, and assists in the District's planned response to emergency health and medical crises through planning, preparedness, training, and operational programs.

C.2.2 In order to fulfill its mission and to meet requisite grant and emergency preparedness goals, HEPRA regular meets with and provides emergency preparedness related

conferences and training for regional partners, stakeholders, members of the District of Columbia Healthcare system, and high level government and private sector officials, both civilian and military. HEPRA also is tasked with frequent collaborative and facilitative events throughout the year. The planning and facilitation of these meetings and events require a substantial investment of staff time and resources.

C.3 REQUIREMENTS

C.3.1 The Contractor shall develop a Public Health Mass Fatality Management Plan to operationalize the responsibilities of ESF #8's primary agency, the DC Department of Health, and secondary agencies for mass fatality events with OCME jurisdiction and for non-OCME mass fatality events. ESF #8's secondary agencies include but are not limited to the Office of the Chief Medical Examiner (OCME), District of Columbia Fire-EMS Department (DC FEMS), the District of Columbia Homeland Security, Emergency Management Agency (DC HSEMA). The operational Public Health Mass Fatality Management Plan shall be consistent with the current mass fatality management plans developed in the National Capitol Region and shall incorporate the concepts, principles, guidance, standards, and other relevant information contained in the Applicable Documents identified in C.1.1. The Contractor shall at a minimum perform the following tasks in the development of the operational Public Health Mass Fatality Management Plan:

C.3.1.1 Development of a Public Health Mass Fatality Plan

The Contractor shall identify and detail the ESF #8 primary and secondary agencies and indicate their responsibilities per the District Response Plan.

C.3.1.2 District Laws and Regulations

The Contractor shall identify and detail all District laws and regulations regarding:

- a. The jurisdiction of the Office of the Chief Medical Examiner (OCME), per District of Columbia Code §5-1405;
- b. The pronouncement of death, per District of Columbia Code §7-622; Certification of Death, per District of Columbia Code §7-211;
- c. Filing of Death Certificates (i.e. the normal process and during times of public and public health emergencies, per District of Columbia Code §7-212;
- d. Issuance of Death Certificates, per District of Columbia Code §7-220;
- e. Withholding of bodies considered part of a crime scene or criminal investigation, per District of Columbia Code §5-1409; and
- f. Disposition of unclaimed bodies, per District of Columbia Code §5-1411.
- g. The Contractor shall identify and detail jurisdiction on federal property and foreign embassies.

C.3.1.3 Basic Assumptions

The Contractor shall develop and detail basic assumptions for mass fatality management in accordance with those of cited applicable documents.

C.3.1.4 Body Storage Capacity

The Contractor shall determine the amount of body storage capacity throughout the District of Columbia. Capacity shall be determined by identifying how many bodies can be stored at the OCME; District Funeral Homes; District acute care hospitals; University Medical Schools in the District, and University Mortuary Science programs in the District.

C.3.1.4.1 The Contractor shall identify for each of the above identified entities Points-of-contacts and contact information to include:

- a. Names
- b. Telephone number (office, cell, and fax), and
- c. Address

C.3.1.5 Body Storage Capacity

The Contractor shall develop a Mass Fatality Management Concept of Operations in accordance with the cited “applicable documents.” The Mass Fatality Management Concept of Operations at a minimum shall include the following sections:

- a. **Assessment** that indicates the purpose of the assessment and elements that should be include in the assessment.
- b. **Jurisdiction** that shall detail the establishment of jurisdiction for OCME mass fatality events or mass fatality events without non-OCME jurisdiction.
- c. **Notification** that shall detail the process for notifying agencies and partners of a mass fatality event, who shall be notified, and when.
- d. **Mobilization of Resources** that detail what resources should be mobilized and agencies responsible for their notification.
- e. **Public Information** that shall detail the role of public information, including identification of responsibility for the dissemination of information.

C.3.1.6 Public Health Command and Control Structure

The Contractor shall utilize the Incident Command System and the District Response Plan, develop and delineate the Public Health Command and Control Structure.

C.3.1.7 Mass Fatality Event with OCME Jurisdiction

The Contractor shall:

- a. Identify and detail the responsibilities of the OCME.
- b. Identify and detail the responsibilities of the primary and secondary ESF #8 agencies.

C.3.1.8 Mass Fatality Event without OCME Jurisdiction

The Contractor shall:

- a. Identify and detail the responsibilities of the OCME

- b. Identify and detail the responsibilities of the primary and secondary ESF #8 agencies.

C.3.1.9 Decedents

The Contractor shall:

- a. Identify and detail routine operations for reporting a death occurring in a residence, and the process during a public or public health emergency.
- b. Identify and detail the process for identifying remains for deaths occurring in a residence and non-residence during a public or public health emergency.
- c. identify and detail routine operations for transporting deceased from a residence or non-residence, and transporting during a public or public health emergency to temporary morgue facilities.

C.3.1.10 Mobilization of Temporary Morgue Facilities

The Contractor shall:

- a. Develop a detailed process for mobilizing temporary morgue facilities.
- b. Identify and detail site requirements/characteristics for a temporary morgue, and identify three optimal sites in the District of Columbia that could serve as temporary morgues.
- c. Identify situations in which temporary morgue facilities would be needed.
- d. Identify and detail the responsibilities of the OCME in the mobilization of temporary morgue facilities
- e. Identify and detail the responsibilities of the primary and secondary ESF #8 agencies in the mobilization of temporary morgue facilities.
- f. Identify and detail a process for determining if human remains are contaminated, and a process for the safe handling, identification, and disposition of contaminated remains that are in compliance with Occupational Safety and Health Administration (OSHA) guidelines.
- g. Identify and detail procedures for handling of remains from a mass fatality event involving a communicable disease that are in compliance with Occupational Safety and Health Administration (OSHA) guidelines.
- h. Identify and detail a process for the containment and management of remains during a public or public health emergency that are in compliance with Occupational Safety and Health Administration (OSHA) guidelines.
- i. Identify and detail a process for tracking all remains placed in the temporary morgue.

C.3.1.11 Pronouncement of Death

The Contractor shall identify and detail District of Columbia laws and rules and the procedures for the official pronouncement of death during a public or public health emergency for deaths occurring in a residence or at a non-residence.

C.3.1.12 Death Certificate Process

The Contractor shall identify and detail District of Columbia statutory requirements and the procedures for the signing of death certificates during non-emergencies for deaths occurring in a residence or at a non-residence, and procedures during a public or public health emergency for deaths occurring in a residence or at a non-residence.

C.3.1.13 Filing of the Certificate of Death

The Contractor shall identify and detail District of Columbia laws and rules and procedures for the filing of death certificate with Vital Records during non-emergencies, and during a public or public health emergency.

C.3.1.14 Final Disposition of Remains

The Contractor shall:

- a. Identify and detail District laws and rules and procedures for the disposition of remains determined to be hazardous to the public's health.
- b. Identify and detail District laws and rules and procedures for the modification of normal funeral/memorial practices during public or public health emergencies.
- c. Identify and detail District laws and rules and procedures for the disposition of unclaimed remains during non-emergencies, and public or public health emergencies.

C.3.1.15 Social, Ethnic, and Religious Practices

The Contractor shall:

- a. Identify and submit details on the social, ethnic, and religious practices surrounding death, and burial in the District of Columbia, during non-emergencies and public or public health emergencies.
- b. Identify and detail procedures for dealing with social, ethnic, and religious practices when a body is not available during public or public health emergencies.

C.3.1.16 Family Assistance Center

The Contractor shall identify and submit the minimum requirements for the activation, staffing, operational needs, and services to provide at a Family Assistance Center.

C.3.1.17 Demobilization and Recovery

The Contractor shall identify and submit procedures for demobilization and recovery. Procedures at a minimum shall include:

- a. Continued storage and processing of remains beyond initial incident;
- b. Removal of remains from temporary morgue facility;
- c. Grief counseling for staff;
- d. Redeployment of staff and other personnel;
- e. Finalization of personal effects;
- f. Completion and processing of incident records;

- g. Evaluation and revision of the Public Health Mass Fatality Management Plan based on lessons learned; and
- h. Returning to normal operations.

C.3.2 Meeting Requirements

The Contractor shall hold initial “kick-off” meeting with DOH/HEPRA within 15 days of award of contract to discuss procedures by which to provide, and complete, all requirement denoted in Section C.3.

C.3.3 Project Work Plan

C.3.3.1 The Contractor shall develop and provide a Project Work Plan to detail the tasks and responsibilities with associated timelines and the responsible party to successfully complete the requirements described in Section C.3.1 within 10 days of award of contract.

C.3.3.2 The Contractor shall provide to the COTR the first draft of the project plan 45 days before the end of the award period for review and feedback.

C.3.3.3 The Contractor shall provide the COTR the final draft of the project plan 30 days before the end of the award period for review and feedback.

C.3.3.4 The Contractor shall provide the COTR with the final project plan by the end of the award period.

C.3.4 Key Personnel

The Contractor shall set forth its personnel to perform the required tasks under this contract by names and reporting relationships. The resumes of all key personnel shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

**SECTION D
PACKAGING AND MARKING**

See GSA Contract

**SECTION E
INSPECTION AND ACCEPTANCE**

See GSA Contract

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF TASK ORDER

The term of the task order shall be for a period of one year period from the date of award through August 1, 2008.

F.2 DELIVERABLES

Number	Deliverable	Quantity	Format and Method of Delivery	Due Date
1	Submission of Work Plan as described in C.3.3.1.	1 Electronic Copy	Electronic copy delivered in Microsoft Word 2003.	10 days after award of contract
2	Public Health Mass Fatality Plan first draft of the plan as described in Section C.3.3.2.	1 Electronic Copy	Electronic copy delivered in Microsoft Word 2003.	45 days before end of period of performance
3	Public Health Mass Fatality Plan final draft as described in Section C.3.3.3.	1 Electronic Copy	Electronic copy delivered in Microsoft Word.	30 days before the end of period of performance
4	An operational Public Health Mass Fatality Plan as described in Section C.3.3.4	1 Electronic Copy and 2 hard copies	Electronic copy delivered in Microsoft Word 2003. Printed copies shall be GBC bound with cover.	August 1, 2008

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Tammie Robinson
Office of the Controller/Agency Fiscal Officer
Address: 825 North Capitol Street, NE
Suite 5000
Telephone: Washington, DC 20001

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 RESERVED

G.4 PAYMENT

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- (a) The amount due on the deliveries warrants it; or
- (b) Payments based upon Section B (Price Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF TASK ORDER PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this task order to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this task order, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of task order payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to SubContractors

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

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

G.6.2.2 The Contractor must pay any 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 RESERVED

G.8 CONTRACTING OFFICER (CO)

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW Suite 700 South
Washington, DC 20001
(202) 724-4197 (desk)
(202) 727-0245 (fax)
jim.marshall@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order.
- G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this task order, unless issued in writing and signed by the Contracting Officer.
- G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any cost increase incurred as a result thereof.

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

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

Karla J. Abney, MSN, CNS, APRN-BC
HRSA BT Coordinator
Health Emergency Preparedness and Response Administration (HEPRA)
64 New York Avenue NE - Suite 5000
Washington DC 20002
(202) 671-0804
(202) 671-0707 (fax)

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

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

See GSA Contract.

**SECTION I
CONTRACT CLAUSES**

See GSA Contract.

SECTION J
LIST OF ATTACHMENTS

- J.1** Contractor's GSA Contract
- J.2** Wage Determination No. 2005-2103, Revision No. 4, dated July 5, 2007
- J.3** Contractor's Technical Proposal dated _____
- J.4** Tax Certification Affidavit
- J.5** Cost/Price Data Requirement Package
- J.6** Past Performance Evaluation Forms
- J.7** DC Department of Health and Medical Emergency Operation Plan (February 2007)

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

Not Applicable to this Task Order.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 REQUEST FOR PROPOSAL AWARD

L.1.1 Most Advantageous to the District

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

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 Contractor's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCHC-2008-T-6323"

The Contractor's proposal(s) shall be organized and presented in the two separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.

L.2.1 Contractors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Contractor shall respond to each factor in a way that will allow the District to evaluate the Contractor's response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.2 Volume I - Technical Proposal Instructions

L.2.2.1 Technical Expertise and Approach

The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise and approach to successfully fulfill the requirements.

L.2.2.1.1 Narratives

- a. Describe the Offeror's overall understanding of the requirements as described in C.3

- b. Describe the Offeror’s understanding of the Applicable Documents (C.1.1.1) and their integration into the Public Health Mass Fatality Plan; and
- c. Describe the Offeror’s approach and methodology to successfully complete the requirements in C.3

L.2.2.1.2 Attachments

- a. Resumes for Key Personnel C.3.3.4
- b. Conceptual work plan as described in C.3.3.3

L.2.2.2 Past Performance

L.2.2.2.1 Narratives

- a. Describe the Offeror’s past performances providing services similar size and scope services as those described in C.3.

L.2.2.2.2 Attachments

- 1. List all companies, states and federal agencies that your company has performed these services
- 2. Provide 3 completed Performance Evaluation Forms (Attachment J.6) from 3 entities named in 1 above.

L.2.2.3 Certifications

Offerors shall provide the following in the technical proposal:

L.2.2.3.1 Tax Certification Affidavit (Attachment J.4)

L.2.2.3.2 GSA Scheduled Contract

L.2.3 VOLUME II – PRICE PROPOSAL INSTRUCTIONS

The Offeror shall complete and include a Price Proposal as Volume II. The offeror’s Price Proposal shall contain the following:

L.2.3.1 A completed Section B.3.

L.2.3.3 The Contractor shall complete and provide the Cost/Price Data and Certification provided in Attachment J.5

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 Proposal Submission

Proposals must be submitted no later than the date specified in the Request for task Order Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District; or
- c. The bid is the only bid received.

L.4 HAND DELIVERY OR MAILING OF PROPOSALS

DELIVER OR MAIL TO:

Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 703 South
Washington, D. C. 20001
Attention: LaDousca Yvonne Mitchell, Contract Specialist

L.5 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Contractor shall submit questions no later than April 20, 2007. The District will not consider any questions received later than April 20, 2007. The District will furnish responses promptly to all prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the Request for Proposal will not be binding.

L.6 PROPOSALS WITH OPTION YEARS

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

L.7 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the offer. Erasures or other changes must be initialed by the person signing the offer. 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.8 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.9 STANDARDS OF RESPONSIBILITY

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

- L.9.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Request for Proposal.
- L.9.2** Furnish 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.9.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.9.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.9.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.9.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.9.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.10 TAX CERTIFICATION

Each Contractor must submit with its technical proposal, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.3.

L.11 ADDITIONAL ATTACHMENTS

Each Contractor shall submit a copy of their GSA contracts.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION FOR AWARD

A contract will be awarded to the responsible Contractor(s) whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M. 3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Contractor that has successfully demonstrated the ability to successfully meet the District’s needs in the manner most advantageous to the District, all factors considered.

M.3.1 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. The 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 the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Contractors described in Section L.

M.3.2 The relative probabilities of the Contractor to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.22 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor’s response. The scoring for each evaluation factor will be based on the District’s determination of the degree to which the Contractor 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. The evaluation factors and significant sub factors, point value and relative importance follows.

M.3.3 The price evaluation will be objective. The Contractor with the lowest cost/price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor's evaluated cost/price score:

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

M.4 EVALUATION FACTORS

TECHNICAL EVALUATION FACTORS 0 – 80 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Technical Approach and Expertise	50	Technical Approach and Expertise (50 Points). The Contractor possesses a detailed knowledge and understanding of the development of the operational Public Health Mass Fatality Management Plan; comprehensive technical approach and technical expertise; provide a Conceptual Work Plan; resumes of key personnel.
Past Performance	30	Contractor’s Experience and Past Performance (30 Points). Contractor has a minimum of three references that demonstrated that the Contractor has successfully provided services similar in size and scope;
PRICE POINTS 0 – 20 POINTS		
Price	20	Price is equally as important as Technical Approach and Expertise and more important

		than Past Performance/Previous Experience
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