**SOLICITATION, OFFER, AND AWARD**

Recruitment and Training for Medical Reserve Corps

1. Caption

2. Contract Number

3. Solicitation Number

4. Type of Solicitation

5. Date Issued

6. Type of Market

7. Issued By

Office of Contracting and Procurement

441 - 4th Street, N.W., Suite 700 South

Washington, D.C. 20001

8. Address Offer to:

Office of Contracting and Procurement

441 - 4th Street, N.W., Suite 700 South

Washington, D.C. 20001

NOTE: In solicitations “offer” or “offeror” means “bid or “bidder”

**SOLICITATION**

The sealed offers shall be submitted only in electronic format via the on-line solicitation software. Telephonic, hand-delivered, posted, e-mail, telegraphic and facsimile bids will not be accepted. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder’s offer shall constitute the formal contract.

The offers can be submitted electronically until **2:00 p.m. local time February 20, 2014**

**CAUTION:** Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 and Section L.3.1 as applicable. All offers are subject to all terms & conditions contained in solicitation.

10. **For Information Contact**

<table>
<thead>
<tr>
<th>A. Name</th>
<th>(Area Code)</th>
<th>(Number)</th>
<th>(Ext)</th>
<th>C. E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Burton-Johnson</td>
<td>202</td>
<td>724-4755</td>
<td></td>
<td><a href="mailto:denise.burton@dc.gov">denise.burton@dc.gov</a></td>
</tr>
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</table>

11. **Table of Contents**

<table>
<thead>
<tr>
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<th>Section</th>
<th>Description</th>
<th>Page No.</th>
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<td>I</td>
<td>X</td>
<td>Contract Clauses</td>
<td>28</td>
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<td>J</td>
<td>X</td>
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<td>38</td>
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<td>3</td>
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<td>X</td>
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<td>39</td>
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<td>D</td>
<td>X</td>
<td>Packaging and Marking</td>
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<td>E</td>
<td>X</td>
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<td>X</td>
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<td>G</td>
<td>X</td>
<td>Contract Administration Data</td>
<td>16</td>
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<td></td>
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<tr>
<td>H</td>
<td>X</td>
<td>Special Contract Requirements</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within ___________ calendar days from the 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**

<table>
<thead>
<tr>
<th>10 Calendar days %</th>
<th>20 Calendar days %</th>
<th>30 Calendar days %</th>
<th>__ Calendar days %</th>
</tr>
</thead>
</table>

14. **Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):**

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date</th>
<th>Amendment Number</th>
<th>Date</th>
</tr>
</thead>
</table>

15A. **Name and Address of Offeror**

| 15C. Check if remittance address is different from above – Refer to section G |

15b. **Telephone**

<table>
<thead>
<tr>
<th>(Area Code)</th>
<th>(Number)</th>
<th>(Ext)</th>
</tr>
</thead>
</table>

16. **Name and Title of Person Authorized to Sign Offer/Contract**

<table>
<thead>
<tr>
<th>Deborah J. White</th>
</tr>
</thead>
</table>

17. **Signature**

18. **Award Date**

<table>
<thead>
<tr>
<th>Government of the District of Columbia</th>
<th>Office of Contracting &amp; Procurement</th>
</tr>
</thead>
</table>
SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Health (DOH), Health Emergency Preparedness and Response Administration (HEPRA) seeks an existing MRC or an Organization interested in establishing an MRC, to recruit and provide training for a minimum of one hundred (100) Medical Reserve Corps (MRC) volunteers in accordance with the federal Medical Reserve Corps guidelines, District Response Plan, DRP Emergency Support Function #8-Health and Medical Services. HEPRA coordinates a District public health and medical response that can include deployment of MRC volunteers under ESF#8 functions during and after an emergency. MRC volunteers support public health and healthcare systems and reduce stress on healthcare systems.

B.2 The District contemplates the award of a firm fixed price contract.

B.2.1 The Department of Health (DOH), Health Emergency Preparedness and Response Administration (HEPRA) has received a grant from US Department of Homeland Security through the District Homeland Security and Emergency Management (HSEMA), in the amount of $108,750.00 to be used to recruit and train Medical Reserve Corps (MRC) volunteers during the Base Year of this contract. The Base Year shall not exceed the federally funded amount of $108,750.00.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DESCRIPTION</th>
<th>Type</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
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<tr>
<td>0001</td>
<td>Recruit and provide training for a minimum of one hundred (100) MRC volunteers</td>
<td>FFP</td>
<td>Lot</td>
<td>1</td>
<td></td>
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</tbody>
</table>

TOTAL BASE YEAR PRICE:

B.3.2 OPTION YEAR ONE

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DESCRIPTION</th>
<th>Type</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>Maintain and Roster for a minimum of one hundred (100) MRC volunteers (C.5.9)</td>
<td>FFP</td>
<td>Lot</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL OPTION YEAR ONE PRICE:
SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:
The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Health (DOH), Health Emergency Preparedness and Response Administration (HEPRA) seeks an existing MRC or an Organization interested in establishing an MRC, to recruit and provide training for a minimum of one hundred (100) Medical Reserve Corps (MRC) volunteers in accordance with the federal Medical Reserve Corps guidelines, District Response Plan, DRP Emergency Support Function #8-Health and Medical Services. HEPRA coordinates a District public health and medical response that can include deployment of MRC volunteers under ESF#8 functions during and after an emergency. MRC volunteers support public health and healthcare systems and reduce stress on healthcare systems.

C.1.1 The Contractor shall successfully provide all deliverables for the Base Year on or before May 31, 2014. Option Year One deliverables must be completed by the Contractor on or before May 1, 2015.

C.2 APPLICABLE DOCUMENTS

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Document Type</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DHS Guidelines</td>
<td>Department of Homeland Security- National Preparedness Guidelines</td>
<td>Most Recent</td>
</tr>
<tr>
<td>2</td>
<td>FEMA Periodical</td>
<td>Department of Homeland Security-Target Capabilities List</td>
<td>Most Recent</td>
</tr>
<tr>
<td>4</td>
<td>CDC Periodical</td>
<td>CDC Public Health Capabilities</td>
<td>Most Recent</td>
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<tr>
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<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>DHHS Periodicals</td>
<td>ASPR Hospital Preparedness Capabilities (National Disaster Medical System/EMR Data) <a href="http://www.phe.gov/Preparedness/planning/hpp/reports/Documents/capabilities.pdf">http://www.phe.gov/Preparedness/planning/hpp/reports/Documents/capabilities.pdf</a></td>
<td>Most Recent</td>
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<tr>
<td>8</td>
<td>DHHS Emergency Plan</td>
<td>Department of Health and Human Services, Medical Surge Capacity and Capability: A Management System for Integrating Medical and Health Resources During Large-Scale Emergencies <a href="http://www.hhs.gov/disasters/discussion/planners/mscc/">http://www.hhs.gov/disasters/discussion/planners/mscc/</a></td>
<td>Most Recent</td>
</tr>
</tbody>
</table>
C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 **At-Risk Populations/ Access and Functional needs** - The definition used in the National Response Framework (NRF) is as follows: Populations whose members may have additional needs before, during and after an incident in functional areas, including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who live in institutionalized settings; who are elderly; who are children; who are from diverse cultures; who have limited English proficiency or are non-English speaking; or who are transportation disadvantaged.

C.3.2 **Automated External Defibrillator (AED)** – a portable electronic device that automatically diagnoses the potentially life threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia in a patient, and is able to treat them through defibrillation, the application of electrical therapy which stops the arrhythmia, allowing the heart to reestablish an effective rhythm.

C.3.3 **Contract Administrator (CA)** is the District’s Contract Administrator.

C.3.4 **Cardio-pulmonary Resuscitation (CPR)** – is an emergency procedure which is performed in an effort to manually preserve intact brain function until further measures are taken to restore spontaneous blood circulation and breathing in a person in cardiac arrest. It is indicated in those who are unresponsive with no breathing or abnormal breathing.

C.3.5 **DRP - District Response Plan** – an Emergency Response Plan developed for the District and overseen by HSEMA.

C.3.6 **ESF#8 - Emergency Support Function-Health and Medical Services #8 (ESF #8)** – ESF #8-Health and Medical Services provides coordinated District medical assistance and resources to respond to public health and medical care needs following a public emergency as a appendix to the DRP.

C.3.7 **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.

C.3.8 **Medical Reserve Corps (MRC)** is a network in the U.S. of community-based units initiated and established by local organizations to meet the public health needs of their communities. It is sponsored by the Office of the Surgeon General of the United States. The MRC consists of medical and non-medical volunteers who contribute to local health initiatives, such as activities meeting the Surgeon General’s
priorities for public health, and supplement existing response capabilities in times of emergency. The MRC provides the structure necessary to pre-identify, credential, train, and activate medical and public health volunteers.

**C.3.9 National Incident Management System (NIMS)** – NIMS provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents.

**C.4 BACKGROUND**

**C. 4.1** As DOH’s emergency preparedness agency, HEPRA seeks to ensure that DOH and the District are prepared to respond to public health and healthcare emergencies to protect the public health and safety of the residents, workers and visitors in the District. The health and medical services can include, assessment of health/medical needs, including in-patient capacity; health surveillance, including infectious disease surveillance; medical personnel; health/medical equipment and supplies; patient evacuation; in-hospital care; patient tracking; food/drug/medical device safety; worker health/safety; radiological/chemical/biological hazards consultation and technical assistance; mental health care for victims, worried well, response personnel, health and medical personnel, and general public; public health information/risk communication on public health issues; and fatality management and victim identification. HEPRA protects the public by developing and implementing emergency public health and health care preparedness plans, conducting emergency preparedness and response training and coordinating the public health and medical response team during emergencies.

**C. 4.2** The MRC, in the District is an organization comprised of medical and non-medical volunteers and staff who may be available to support the District during public health and health care emergencies. The MRC consists of physicians, nurses, physician’s assistants, mental health providers and other allied health providers, as well as non-clinical members who support the District in operational, logistical, and administrative tasks. The MRC volunteers provide support before, during and in the recovery phases of public health and health care emergencies. To prepare for response roles, the MRC will identify, recruit and train volunteers to serve in the MRC. The MRC will also provide opportunities for training, drills and exercises related to the examples of the support provided under ESF#8.

**C.5 REQUIREMENTS**

**C.5.1 GENERAL REQUIREMENTS**

**C.5.1.1** The Contractor shall maintain an MRC headquarters in the District specifically designated for the purpose of supporting MRC activities during the life of this contract.
C.5.1.2 The Contractor shall recruit and train a minimum of 100 volunteers, and keep a roster of volunteer trained. The Contractor shall advise participants that by participating in the training, they agree to be contacted by DOH for the purpose of participating in the MRC. Volunteers who receive and complete twenty (20) hours of MRC training, will be considered MRC members and may be contacted by DOH in the event of an emergency. The Contractor is not responsible for MRC activities outside of the SOW requirements herein.

C.5.1.3 All documents and rosters created as a requirement of this contract are the property of DOH and shall be made available to DOH at any time.

C.5.2 EXPERIENCE

C.5.2.1 The Contractor shall possess experience/expertise working with underserved and at risk populations in the District of Columbia; experience and expertise in the support, administration and delivery of health care and emergency preparedness response programs.

C.5.2.3 The Contractor shall provide a team of personnel and one key personnel to ensure the successful completion of the SOW tasks. Key personnel shall demonstrate background, education and expertise in recruiting, training and providing health and medical support during special events. Team members shall possess a minimum of a high school diploma to be a member of the team.

C.5.3 OUTREACH AND EDUCATION CAMPAIGN – MEDICAL RESERVE CORP (MRC)

C.5.3.1 The Contractor shall develop an outreach and education campaign which will be used to recruit volunteers to participate in the MRC.

C.5.3.2 The Contractor shall design outreach and education materials that describe the MRC program and the recruitment and training, including the training schedule. The materials must be appropriate for health care disciplines and the community with an understanding of at risk population. Examples of materials shall include, but are not limited brochures, flyers, social media, volunteer recognition pins, etc.

C.5.3.3 The CA will review and provide comments and approval within 1 week of the submission of the proposed draft recruitment and training campaign and outreach education materials.

C.5.3.4 The Contractor shall disseminate outreach and education materials to university students, members of the public health or medical community, the general public and health care providers to develop the MRC program and to recruit volunteers for training.

C.5.4 RECRUITMENT

C.5.4.1 The Contractor shall identify and recruit, at a minimum, one hundred (100) participants who agree to serve as a volunteer in the MRC program.
C.5.4.2 The Contractor shall recruit volunteers to serve in the MRC from a pool of individuals currently attending universities, members of community groups, District agencies, federal agencies, non-profit entities, community and healthcare entities, licensed professionals, senior wellness centers, and among the general public.

C.5.5 TRAINING

C. 5.5.1 The Contractor shall identify and train a minimum of one hundred volunteers who are interested in participating in the MRC.

C. 5.5.2 Training topics shall include specific elements of information pertaining to at-risk populations, such as mental health, behavioral health, access and functional needs, and the medically fragile.

C. 5.5.3 The Contractor may conduct training at the Contractor-provided MRC headquarters or, at no cost to the Contractor, the Contractor may conduct the MRC training at the DOH HEPRA facility located at 55 M Street SE, Washington DC, 20003.

C.5.5.4 The Contractor shall administer to the MRC volunteer trainees, a pre and post test of material covered in the MRC training in order to demonstrate knowledge acquired during the training.

C. 5.5.5 The Contractor shall provide minimum of (20) hours of training that includes specific elements for at risk populations, including those with behavioral health needs and those that are medically fragile. The Contractor shall work with HEPRA CA, to develop a training plan.

The following courses are provided by HEPRA, and may be included in the twenty (20) required hours of training. These courses are provided at no cost to the contractor.

a) Community Emergency Response Training (CERT) 
b) Mass Care, Sheltering 
c) Cardiopulmonary resuscitation (CPR), First Aid 
d) Working with Seniors 
e) Sensitivity, Introduction to at-risk populations (seniors, mobility impairments, deaf/ hearing impaired, blind/visually impaired) 
f) Points of Dispensing (PODs) 
g) Disaster Mental Health 
h) Pet rescue 
C.5.5.6 The Contractor shall ensure that minimum of one hundred (100) volunteers complete the Federal Emergency Management Agency (FEMA) on-line training on National Incident Management System (NIMS) and Incident Command System (ICS) 100, 200, 700, 800. Trainees shall access this training on the web at www.fema.gov.

C.5.5.7 The Contractor shall schedule and deliver courses during the day and in the evening to allow flexibility in scheduling.

C.5.5.8 The Contractor shall submit the courses and schedule to the CA for review and approval.

C.5.5.9 The Contractor shall advertise the training schedule electronically with flyers and through social networking.

C.5.5.10 The Contractor shall develop registration process, registration forms, and register participants for courses. Registration shall include accepting registration for each course, scheduling attendees, building a database of registrants, and providing a spreadsheet listing scheduling registrants and the attendance roster following each course.

C.5.5.11 The Contractor shall confirm registration for volunteers via email or any other manner, in order to ensure that participants receive confirmation.

C.5.5.12 The Contractor shall administer an evaluation tool for participant feedback to participants following each training course, and then compile the results.

C.5.5.13 The Contractor shall collect and tabulate data from each training. Data collected shall include participant name, phone number, address, email address, pre and post training test scores, and attendee feedback; and provide tabulated data spreadsheet to CA within one week of each training so that evaluation surveys can be conducted.

C.5.5.14 The Contractor shall provide each new MRC member a Certificate of Completion upon his/her successful completion of the required twenty (20) hours of training.

C.5.6 EXERCISE

C.5.6.1 The Contractor shall ensure a minimum of 100 trained volunteers participate in one DOH exercise to illustrate MRC capabilities. This exercise is provided by DOH at no cost to the Contractor.

C.7 MEETINGS
Solicitation No. Doc 141066
Caption: Recruitment and Training for Medical Reserve Corps

C.5.7.1 The Contractor shall conduct a project kick-off and requirements gathering meeting to introduce the CA to the overall operating plans and approach to the MRC project plan within one week after contract award.

C.5.7.2 The Contractor shall deliver Kick-Off meeting minutes identifying all the discussion points, agreements and action items to the CA.

C. 5.7.3 The Contractor shall discuss the status of the project during bi-weekly meetings the CA, which can be done via telephone or in-person.

C.5.8 REPORTS

C.5.8.1 Project Plan

The Contractor shall develop and submit for review by the CA, a comprehensive project plan which shall include the planning, organizing, and implementing of the tasks and activities necessary to successfully perform the required services. The project plan shall include milestones, risks and resource support.

C.5.8.2 Status Report

The Contractor shall provide the CA with a bi-weekly Program Status Report during the contract performance period. The biweekly Program Status Report shall provide a summary of the activities accomplished, identification of deliverables submitted, equipment order list, staffing plan, risks and mitigation strategies, dependencies, and problems and resolutions encountered during the month and a summary of activities anticipated during the upcoming reporting period. The bi-weekly Program Status Report shall highlight any circumstances that may lead to delays under the delivery schedule and the impact of such delay(s) to the remaining performance period.

C.5.8.3 Final Report

The Contractor shall submit a final report including deliverables and methods used to accomplish the deliverables, lessons learned, potential next steps and all documents created including training documents. The final report and project evaluation includes:

a. Successes of the project, including an evaluation of the development of course materials and meeting of competency objectives.
b. Final compilation of data from all training provided.
c. Challenges experienced during the project.
d. Recommendations for future training development for MRC participants.
e. Recommendations for improving participant experience and competency in course objectives.
C.5.9 OPTION YEAR

C.5.9.1 The Contractor shall maintain a roster of a minimum of one hundred (100) MRC volunteers throughout the duration of Option Year One.

C.5.9.2 The Contractor shall conduct recruitment and training activities to ensure for additional volunteers if the roster falls below a minimum of one hundred (100) MRC volunteers. C.5.4 and C.5.5.

C.5.9.3 The Contractor shall participate in a DOH-provided exercise to illustrate MRC capability. This exercise is provided by DOH at no cost to the Contractor.

C.5.8.4 The Contractor shall conduct a brief refresher course for MRC members who received training during the Base Year and intend to continue to participate during Option Year One. The refresher course will summarize course content covered in the previous year training and will include any additional new and/or relevant health-related information not covered in the base year.
SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)
SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this 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 July 2010. (Attachment J.1)
SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from the date of award.

F.2 RESERVE

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Format/Method of Delivery</th>
<th>Due Date after contract award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project kick-off and requirements gathering meeting with detailed minutes-</td>
<td>1 meeting</td>
<td>Meeting</td>
<td>Within 1 week of contract award</td>
</tr>
<tr>
<td></td>
<td>(C.5.7.1)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Program Status Report (C.5.8.2)</td>
<td>8</td>
<td>Electronic and hard copy</td>
<td>Bi-weekly</td>
</tr>
<tr>
<td>3</td>
<td>Project plan creation and submittal to CA (C.5.8.1)</td>
<td>1 plan</td>
<td>Electronic and hard copy</td>
<td>Within 2 weeks from Date of award</td>
</tr>
<tr>
<td>4</td>
<td>Development &amp; Presentation of Outreach and Education Campaign and</td>
<td>1 set</td>
<td>Electronic, copies on flash drive and hard copy</td>
<td>Within 4 weeks from Date of award</td>
</tr>
<tr>
<td></td>
<td>outreach and education materials (C.5.3.1)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Electronic copies of the outreach and education materials (C.5.3.2)</td>
<td>1 set</td>
<td>Electronic, copies on flash drive and hard copy</td>
<td>Within 6 week from date of award</td>
</tr>
<tr>
<td>6</td>
<td>Course content for CA review (C.5.5.8)</td>
<td>1 set</td>
<td>Electronic and hard copy</td>
<td>Within 6 week from date of award</td>
</tr>
<tr>
<td>7</td>
<td>Identify and recruit individuals(C. 5.4.1)</td>
<td>1 spread-</td>
<td>Electronic and hard copy</td>
<td>Within 4 week from date of award</td>
</tr>
<tr>
<td></td>
<td>sheet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Conduct Training for a minimum of 100 MRC volunteers</td>
<td>100</td>
<td>Email onfirmation</td>
<td>Within 12 week from date of award</td>
</tr>
<tr>
<td></td>
<td>(C.5.5.1)</td>
<td>volunteers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Participate in One Exercises (C.5.6.1)</td>
<td>2 exercises</td>
<td>Email confirmation</td>
<td>Within 14 weeks from date of award</td>
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</tr>
<tr>
<td><strong>9</strong></td>
<td>Submit final report (C.5.8.3)</td>
<td>1 set</td>
<td>Electronic and hard copy</td>
<td>Within 3 weeks after completion of project</td>
</tr>
</tbody>
</table>

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
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 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 with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

District of Columbia Department of Health
Office of the Controller/Agency CFO
Barbara Roberson
899 North Capitol St NW
Washington, DC 20002
202-442-5955

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 (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

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

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

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

G.2.2.6 Name, title, phone number of person preparing the invoice;
G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

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

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is a minimum of $1,000 or 50 percent of the total contract price.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

“Pursuant to the instrument of assignment dated ___________, make payment of this invoice to (name and address of assignee).”
G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

a) the 3rd day after the required payment date for meat or a meat product;

b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

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

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

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

a) the 3rd day after the required payment date for meat or a meat product;

b) the 5th day after the required payment date for an agricultural commodity; or

c) the 15th day after the required payment date for any other item.
G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Deborah White Contract Officer
Office of Contracting and Procurement
441 4th Street N.W. Suite 700
Washington D.C 20001
202-724-4793
202 -727-0245
deborah.white@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has 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 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 for 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 invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

    Peggy Keller, PHEP Coordinator
    55 M St, SE
    Washington, DC  20003
    202-671-4222
    202-672-0707
    Peggy.keller@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.
G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.1.1.1 A minimum of 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 Department of Employment Services (“DOES”) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.2005-2104, Revision 13, date 6/19/13, 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. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability 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.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

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

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

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
   (a) Name;
   (b) Social security number;
   (c) Job title;
   (d) Hire date;
   (e) Residence; and
   (f) Referral source for all new hires.
H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

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

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

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

H.5.7 Upon receipt of the contractor’s final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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 CO 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 this contract any decision of the CO 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.


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 programs and activities. See 29 U.S.C. § 794 et seq.

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES 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.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of a minimum of three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.8.7 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.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
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;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
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;
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;
6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
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;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
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
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
H.8.9 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: 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 July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.1.1 REVISED DISPUTE CLAUSE

I.1.1.1 DISPUTES: (Delete Article 14, Disputes, of the Standard Contract Provisions for use with On-Line Solicitations and Purchase Orders Only, for District of Columbia Government Supplies and Services Contracts, July 2010, and substitute this provision I.1.1, Disputes):

I.1.1.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.1.1.2 Claims by a Contractor against the District:
Claim, as used in paragraph I.1.1.1.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.1.1.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

I.1.1.2.1.1 A description of the claim and the amount in dispute;
I.1.1.2.1.2 Data or other information in support of the claim;
I.1.1.2.1.3 A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
I.1.1.2.1.4 The Contractor’s request for relief or other action by the CO.

I.1.1.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.1.1.2.3 The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size
and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

I.1.1.1.2.4 The CO’s written decision shall do the following:

I.1.1.1.2.4.1 Provide a description of the claim or dispute;

I.1.1.1.2.4.2 Refer to the pertinent contract terms;

I.1.1.1.2.4.3 State the factual areas of agreement and disagreement.

I.1.1.1.2.4.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.1.1.1.2.4.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.1.1.1.2.4.6 Indicate that the written document is the CO’s final decision; and

I.1.1.1.2.4.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.1.1.1.2.5 Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

I.1.1.1.2.5.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor’s claim.

I.1.1.1.2.5.2 Liability under Paragraph I.1.1.1.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

I.1.1.1.2.6 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.1.1.1.3 Claims by the District against a Contractor:
I.1.1.1.3.1 Claim as used in paragraph I.1.1.1.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.1.1.1.3.2 The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

I.1.1.1.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO’s written decision shall do the following:

I.1.1.1.3.2.1.1 Provide a description of the claim or dispute;
I.1.1.1.3.2.1.2 Refer to the pertinent contract terms;
I.1.1.1.3.2.1.3 State the factual areas of agreement and disagreement;
I.1.1.1.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
I.1.1.1.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
I.1.1.1.3.2.1.6 Indicate that the written document is the CO’s final decision; and
I.1.1.1.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.1.1.1.3.3 The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

I.1.1.1.3.4 Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

I.1.1.1.3.5 The authority contained in this clause I.1.1.1.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.1.1.1.3.6 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
I.1.1.1.4 Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

I.1.1.1.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or
statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
(i) The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND
Use, duplication, or disclosure is subject to restrictions stated in Contract
No.______________________ with (Contractor’s Name); and

(ii) If the data is computer software, the related computer software documentation
includes a prominent statement of the restrictions applicable to the computer
software. The Contractor may not place any legend on the computer software
indicating restrictions on the District’s rights in such software unless the restrictions
are set forth in a license or agreement made a part of the contract prior to the
delivery date of the software. Failure of the Contractor to apply a restricted rights
legend to such computer software shall relieve the District of liability with respect to
such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the
District a nonexclusive, paid-up license throughout the world, of the same scope as
restricted rights set forth in Section I.5.6 above, under any copyright owned by the
Contractor, in any work of authorship prepared for or acquired by the District under this
contract. Unless written approval of the CO is obtained, the Contractor shall not include in
technical data or computer software prepared for or acquired by the District under this
contract any works of authorship in which copyright is not owned by the Contractor without
acquiring for the District any rights necessary to perfect a copyright license of the scope
specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor
under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the
subcontract, without alteration, and no other clause shall be used to enlarge or diminish the
District’s or the Contractor’s rights in that subcontractor data or computer software which is
required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5,
the Contractor shall furnish to the District, a copy of the source code with such rights of the
scope specified in Section I.5.5. For all computer software furnished to the District with the
restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or
through a successor or affiliate shall cease to provide the maintenance or warranty services
provided the District under this contract or any paid-up maintenance agreement, or if
Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction,
shall have the right to obtain, for its own and sole use only, a single copy of the then current
version of the source code supplied under this contract, and a single copy of the
documentation associated therewith, upon payment to the person in control of the source
code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents
and employees acting within the scope of their official duties against any liability, including
costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy,
arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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 CO 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 CO. 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 CO 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 CO 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 CO 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.

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 CO 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 CO.

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:

Denise Burton-Johnson  
Office of Contracting and Procurement  
Address: 441 4th Street Suite 700  
Telephone: (202) 724-4755  
E-mail address: denise.burton@dc.gov

H. **DISCLOSURE OF INFORMATION** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any contractor who has not satisfied the equal employment requirements.

I.10 **ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) An applicable Court Order, if any  
(2) Contract document  
(4) Contract attachments other than the Standard Contract Provisions  
(5) RFP, as amended  
(6) BAFOs (in order of most recent to earliest)
I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS
Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW
This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.
SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. [However, include ONLY J.1, J.2, J.5, J.6 and J.9 in the final contract.]

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.4</td>
<td>Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</td>
</tr>
<tr>
<td>J.7</td>
<td>Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</td>
</tr>
<tr>
<td>J.8</td>
<td>Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</td>
</tr>
<tr>
<td>J.9</td>
<td>Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</td>
</tr>
</tbody>
</table>
SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form
Available at www.ocp.dc.gov click on “Solicitation Attachments”
SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR §1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the contracting officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of section 1632.1.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District’s Ariba E-Sourcing system. To be considered, an contractor must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The contractor shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. Please note that each attachment is limited to a maximum size of 25 MB.

L.2.4 The contractor shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

L.2.5 Contractors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. 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 supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the contractor proposes to fully meet the requirements in Section C.
L.2.6 The Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.8 The Contractor shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

L.2.9 The information requested in Section L.2.7 has been determined to be essential and will allow the District to assess the Contractor’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 Contractor shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

L.2.10 TECHNICAL PROPOSAL

L.2.10.1 Technical Proposal

The Contractor’s Technical Proposal shall respond to the requested information below and the response shall be organized and presented in the following clearly marked separate sections:

Part 1: Technical Approach
Part 2: Technical Expertise
Part 3: Past Performance

L.2.10.1.1 Part 1 - Technical Approach and Methodology

The Offeror shall provide a clear approach and methodology demonstrating its understanding of the District’s requirements outlined in Section C.5. The Offeror shall include in its narrative, at a minimum, the following:

L.2.10.1.2 The Offeror shall submit proof to demonstrate the Offeror’s experience with the completion of projects of similar size and scope.

L.2.10.1.3 The Offeror shall submit a narrative describing the Offeror’s proposed schedule, timeline and staffing plan, to fulfill the required services described in Section C.5. The Offeror shall provide a draft project milestone chart reflecting the requirements.
L.2.10.1.4  Offeror shall provide a draft project plan, staffing plan and a timeline detailing the completion of work that outlines the steps to be taken to accomplish the requirements described in Section C.5.

L.2.10.1.2  Part 2 Technical Expertise

a. Offerors shall submit a written narrative in which it provides a brief history and technical overview of its firm and its organizational structure. The Offeror shall demonstrate its understanding of the District’s requirement as well as its knowledge of issues related to providing technical, managerial and administrative services to facilitate a licensing operation function.

b. Offeror shall provide resumes of proposed key personnel to be assigned to this project, documenting experience such as;

1. Proven experience in designing, developing and conducting the services as described in Section C.5.
2. Familiarity with professional licensing administration, as well as industry standards and best practice models.

c. Offeror’s staffing plan shall outline the distribution of project responsibilities among the proposed key personnel. The staffing plan shall provide a percentage of time that each staff personnel will devote to the project in total and broken down by tasks.

L.2.10.1.3  Part 3 - Past Performance

a. The Offeror shall provide a narrative to demonstrate experience in the technical, managerial and administrative services to facilitate licensing operation functions and describe past performances providing services similar in size and scope of services described in Section C5.

b. Offeror shall provide a minimum of three (3) professional client references within the past five (2) years, of comparable size to the District’s, for whom similar services have been completed successfully. The Offeror’s submission shall indicate the name, address, and telephone number of clients that requested such services. The Offeror shall have its client references complete the attached Past Performance Evaluation Form (Attachment J.9).

L.2.8  PRICE PROPOSAL

This section shall be submitted under a separate cover titled “Price Proposal”. It shall include the total price for the entire project, and shall be broken down by the task activities or phases as set forth in the statement of work. Pricing shall be a fixed price and shall
identify all costs. Unless otherwise directed in writing, the price shall, at a minimum include: The Offeror’s Price Proposal shall contain at a minimum the following information:

a. Completed Section B.3, Price Schedule
b. A narrative to describe the Offeror’s Price Proposal and any computations

Offerors shall also complete and return the Tax Certification Affidavit (J.7), and the Bidder Offeror Certification form (J.8).

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the contractor’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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 §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

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

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the contractor's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. (PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).

L.4.2 Withdrawal or Modification of Proposals

An contractor may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.
L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

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.5 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective contractor has any questions relating to this solicitation, the prospective contractor shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective contractor should submit questions no later than four (4) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective contractor. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
Solicitation No. Doc 141066  
Caption: Recruitment and Training for Medical Reserve Corps

L.7 PROPOSALS WITH OPTION YEARS

The contractor shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective contractor or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage’s as specified in Section I.8 to:

Denise Burton-Johnson  
Contracting Specialist  
Office of Contracting and Procurement
L.13 ACKNOWLEDGMENT OF AMENDMENTS

The contractor shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An contractor’s failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR §1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17  GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
L.17.2 If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be non-responsible.
SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor 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 range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using
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the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA
Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

This section shall be submitted under a separate cover titled “Technical Proposal”. The technical portion shall, at a minimum, address the following:

M.3.2 Part 1 - Technical Approach and Methodology (30 Points)

The Offeror shall provide a clear approach and methodology demonstrating its understanding of the District’s requirements outlined in Section C.5. At a minimum the Offeror provided the following:

M.3.2.1 The Offeror has provided in its narrative, how the Offeror’s approach and methodology is based on previous projects comparable in size and scope in this solicitation; (10 points)

M.3.2.2 Provided a sample Standard Operating Procedures and draft Work Plan that outlines the steps to be taken to accomplish the required work in Section C.5 and proposed timelines for completion of work. (10 points)

M.3.2.3 The Offeror provided a transition plan that detailed a description of how it intends to review the current license processing system and effect a transition to its system. (10 points)

M.3.3 Part 2 - Technical Expertise (40 Points)

M.3.3.1 Offeror has provided the history of its organization and organizational structure its overall understanding of the requirements as described in Section C.5. The Offeror has provided an overview of its technical capabilities and has demonstrated its familiarity with the subject matter. (10 points)

M.3.3.2 The Offeror has submitted resumes which demonstrate the qualifications and expertise of its proposed key personnel and staff who will provide technical, managerial and administrative services to facilitate licensing operation functions for the District of Columbia such as:

a. The Offeror has submitted proven experience in designing, developing, and conducting the services as described in Section C.5. (10 points)
b. The Offeror’s familiarity with a professional licensing administration, as well as industry standards and best practice models. (10 points)

M.3.3.3 The Offeror has provided a staffing plan to include an organizational chart that indicates the Offeror’s key personnel and staff responsibilities and services that will be provided under this contract. The Offeror’s organizational chart provides the Offeror’s structure and reporting lines and lines of accountability for those to perform services under this contract. The staffing plan does provide a percentage of time that each staff personnel will devote to the project in total and broken down by tasks. (10 points)

M.3.4 Part 3 - Past Performance (20 Points)

M.3.4.1 The Offeror has provided three (3) professional client references within the past five (5) years of comparable size for whom similar services have been successfully completed. The Offeror’s client references have provided as satisfactory or better on the Past performance Evaluations. The Offeror has provided a list of contracts with the following information for each contract:

a. Contract number and period of performance
b. Contract amount
c. Name of the Contract Administrator (CA) as identified or program manager with verified phone number and e-mail address;
d. Specific description of services provided.

M.3.2 PRICE CRITERION (10 Points)

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

\[
\text{Lowest price proposal} \times 10 = \text{Evaluated price score}
\]

Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>30</td>
</tr>
<tr>
<td>Technical Expertise</td>
<td>40</td>
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<tr>
<td>Past Performance</td>
<td>20</td>
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<tr>
<td>Price</td>
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<td>Set Aside/Small/Women/CBE</td>
<td>12</td>
</tr>
<tr>
<td>Evaluated Points</td>
<td>112</td>
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</tbody>
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M.4 EVALUATION OF OPTION YEARS

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

M.5. Preferences for Certified Business Enterprises

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

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added...
to the overall score for proposals submitted by the ROB in response to this RFP.

**M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

**M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

**M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

**M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD 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.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing.