

SOLICITATION, OFFER, AND AWARD			1. Caption District of Columbia Police Reform Commission			Page of Pages <div style="display: flex; justify-content: space-around;"> 1 23 </div>					
2. Contract Number		3. Solicitation Number DCAB-2020-Q3-20FP		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 8/12/2020		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category			
7. Issued By Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, D.C. 20004				8. Address Offer to: Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, DC 20004							
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid" or "bidder"											
SOLICITATION											
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule shall be furnished to Dawn Cromer on or before <div style="display: flex; justify-content: center; align-items: center;"> <u>4:00 p.m.</u> EST time <u>September 1, 2020</u> </div> <div style="display: flex; justify-content: center; align-items: center; margin-top: 5px;"> (Hour) (Date) </div> CAUTION: Late submission, Modifications and Withdrawals are subject to all terms & conditions contained in solicitation.											
10. For Information Contact	A. Name Dawn Cromer			B. Telephone (Area Code) 202 (Number) 724-8127 (Ext)			C. E-mail Address drcromer@dccouncil.us				
	11. Table of Contents										
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OFFER											
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		10 Calendar days %		20 Calendar days %		30 Calendar days %		____ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract								
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above – Refer to section G <input type="checkbox"/>				17. Signature		18. Award Date		
AWARD (TO BE COMPLETED BY GOVERNMENT)											
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation					
22. Name of Contracting Officer (Type or Print) JAMAINE TAYLOR			23. Signature of Contracting Officer (District of Columbia)				24. Award Date				
Council of the District of Columbia, Office of the Secretary, 1350 Pennsylvania Avenue, N.W., Suite 5 DC (11-2004)											

PAYMENT IDENTIFICATION NO.

The District of Columbia has an automated vendor data base. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their offer. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security numbers since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number _____

Federal Tax ID Number _____

Social Security Number _____

Legal Name of Entity Assigned this Number _____

Street Address and/or Mailing Address _____

City, State, Zip Code _____

Type of Business _____

Telephone Number _____

PAYMENT UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID TAX ID NUMBER, D-U-N-S NUMBER OR SOCIAL SECURITY NUMBER.

PART 1

SECTION B – OBJECTIVE

- B.1 The Council of the District of Columbia seeks the services of a Contractor to provide technical assistance and expert advice to the Police Reform Commission (“Commission”) established pursuant to D.C. Act 23-336, the Comprehensive Policing and Justice Reform Second Emergency Amendment Act of 2020 (“Act”).
- B.1.2 A final report will be submitted by December 31, 2020, with the possibility to extend the deadline. Accordingly, the duration of the contract will be up to one (1) year.
- B.1.3 This solicitation places great emphasis on the need for demonstrated experience in facilitating meetings with diverse stakeholders and controversial subject matter, and experience and expertise in policing policies and practices.
- B.1.4 Proposers must submit their price proposal on the Schedule Price Matrix provided for this purpose incorporated herein as Section H.1.7.

SECTION C – SCOPE OF WORK

C.1 BACKGROUND

- C.1.1 The Council of the District of Columbia approved the Act on July 7, 2020. The Act was signed by the Mayor on July 22, 2020. Subtitle Q of the Act establishes the Commission “to examine policing practices in the District and provide evidence-based recommendations for reforming and revisoning policing in the District.”
- C.1.2 The Commission is comprised of twenty (20) representatives from among a wide range of entities, including representatives of the Office of Attorney General, criminal and juvenile justice reform organizations, educational institutions, returning citizen organizations, victim services organizations, mental and behavioral health organizations, and Advisory Neighborhood Commissions.
- C.1.3 The Commission’s charge includes analyzing and making recommendations on the role of sworn and special police officers in District schools, alternatives to police responses to incidents such as community-based, behavioral health or social service co-responders, police discipline, the integration of conflict resolution strategies and restorative justice practices into policing, and the provisions of the Act.

C.1.4 The Contractor will provide technical assistance to the Commission, including facilitating Commission meetings, conducting background research and analysis on policing practices, policies and issues, synthesizing and presenting findings from research and analysis, performing public outreach on behalf of the Commission, and preparing a report to submit to the Council of the District of Columbia and the Mayor.

C.2 **REQUIREMENTS**

C.2.1 The Contractor will provide technical assistance and expert advice to the Commission on best practices in policing, ideas for reforming and revisioning policing in the District, the role of sworn and special police officers in District schools, alternatives to police responses to incidents such as community-based, behavioral health or social service co-responders, police discipline, the integration of conflict resolution strategies and restorative justice practices into policing, and the provisions of the Act.

C.2.2 **MEETING FACILITATION**

The Contractor shall work with the Commission to facilitate Commission meetings. This will include:

- Working with the Commission, staff of the Council's Committee of the Whole, and the Council's Office of the Secretary to establish meeting dates and times for the Commission, and to notice these Commission meetings for public viewing and participation;
- Collaborating with the Co-Chairs of the Commission to prepare and circulate Commission meeting agendas;
- Creating presentations and other materials requested by the Commission for public meetings;
- Facilitating Commission meetings in concert with the Commission Co-Chairs;
- Conducting outreach to the public and/or specific stakeholders as requested by the Commission;
- Facilitating and collecting public testimony for the Commission; and
- Taking meeting minutes of Commission meetings to summarize in the final report to the Council and the Mayor.

C.2.3. EXPERT ADVICE AND ANALYSIS

The Contractor will provide expert advice and analysis on best practices in policing, ideas for reforming and revisioning policing in the District, the role of sworn and special police officers in District schools, alternatives to police responses to incidents such as community-based, behavioral health or social service co-responders, police discipline, the integration of conflict resolution strategies and restorative justice practices into policing, and the provisions of the Act. This may include:

- Collating and synthesizing existing research on policing policies and practices to identify best practices on the topics outlined in the Act;
- Performing statistical analyses of data from the District government and publicly available datasets;
- Engaging other experts as requested by the Commission; and
- Summarizing the findings of any research and analysis requested by the Commission for public meetings and the final report.

C.3 DELIVERABLES

The Contractor will prepare a draft report and final report detailing the activities, analyses, and recommendations of the Commission.

C.4 QUALIFICATIONS

The Contractor must have demonstrated experience in facilitating meetings with a diverse range of stakeholders and controversial subject matter. The Contractor shall also have demonstrated experience and expertise in analyzing policing practices and policies, as well as experience in performing data analysis. The Contractor shall also have experience conducting outreach to and engagement with members of the public. Members of the contractor's team must demonstrate that they can provide an objective analysis of policing issues and that they have no known or potential conflicts of interest.

C.5 ATTACHMENTS

- [Attachment A](#) – Comprehensive Policing and Justice Reform Second Emergency Amendment Act of 2020
- [Attachment B](#) – Appointments to Police Reform Commission

SECTION D — INSPECTION AND ACCEPTANCE

D.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services, of the Government of the District of Columbia's Standard Contract Provision for use with Supplies and Services Contracts, dated March 2007.

SECTION E — DELIVERIES OR PERFORMANCE

E.1 TERM OF CONTRACT

The term of the contract shall be for a period of up to one (1) fiscal year from date of award.

E.2 TIME OF DELIVERY ESSENTIAL

The Contractor shall provide a written draft report of the Commission's analyses and recommendations no later than the week of December 14, 2020, and a written final report shall be provided no later than December 31, 2020. These dates may be subject to change only if authorized by the Council of the District of Columbia.

E.3 AVAILABILITY OF INFORMATION

The Council will, upon request by the Contractor, take reasonable steps to obtain information from the Government or third-parties that is necessary for the Contractor to conduct analysis on behalf of the Commission.

SECTION F — CONTRACT ADMINISTRATION DATA

F.1 PAYMENT

The Council shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

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

F.2 DELIVERY RECEIPTS AND INVOICES

The Contractor shall submit proper invoices on a monthly basis. Upon completion of all deliveries signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Jamaine Taylor
Telephone: (202) 724-8080
Email: jtaylor@dccouncil.us

F.2.1 In accordance with District of Columbia Procurement Regulations, all goods and services delivered within a fiscal year (October 1 – September 30) must reflect an invoice date no later than September 30, 2021. In order to comply with District of Columbia Procurement Regulations, all invoices submitted under this contract must reflect the following:

- a) Invoice Date reflecting date of delivery;
- b) Service/Billing Period no later than September 30, 2021.

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

- a) Contractor's name, federal tax ID and invoice date;
- b) Contract/Purchase Order number and invoice number;
- c) Description and date(s) that the services were performed;
- d) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- e) Name, title, phone number, mailing address of person to be notified in event of defective invoice; and
- e) Other supporting documentation or information, as required by the Contracting Officer.

F.3 CONTRACTING OFFICER

The Contracting Officer is the only Council official authorized to contractually bind the Council through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Nyasha Smith
Secretary to the Council
Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Telephone: (202) 724-8080
Email: nsmith@dccouncil.us

F.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

Office of the Budget Director
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 410
Washington, D.C. 20004
Attn: Blaine Stum
Telephone: (202) 724-8092
Email: bstum@dccouncil.us

F.5 REQUEST FOR PROPOSAL CONTACT PERSON

The contact person is responsible for answering any questions relative to the Request for Proposal. Any questions shall be submitted no later than five (5) calendar days prior to the closing date to the following:

Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 5
Attn: Dawn Cromer
Washington, D.C. 20004
Telephone: (202) 724-8127
Email: dcromer@dccouncil.us

F.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determinations No. 2005-2103, Revision No. 8. dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as part of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

G.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

G.2 CONTRACTS THAT CROSS FISCAL YEARS

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

G.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and may not be used by the Contractor in connection with any other matters, nor may any such information be disclosed to any other person, firm, or corporation, except in accordance with the District and Federal laws governing the confidentiality of records.

G.4 RIGHTS IN DATA

G.4.1 "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.

G.4.2 All data first produced in the performance of this contract shall be the sole property of the Council. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Council under this Contract, are works made for hire and are the sole property of the Council; 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 Council any ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Council 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 Council until such time as the Council may have released such data to the public.

G.4.3 The Contractor shall keep 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.

G.4.4 The Contractor, upon request from the Council, provide any software, source code, documentation, or other data to the Council without restriction or limitation on the Council's use thereof.

G.4.5 Nothing contained in this clause shall imply a license to the Council under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Council under any patent.

G.5 **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any Subcontractor without the prior written consent of the Contracting Officer. Any work or services so subcontracted shall be performed pursuant to a subcontract agreement, which the Council 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 Council for all Contractor's work and services required hereunder.

PART III

H.1 PREPARATION AND SUBMISSION OF PROPOSALS

H.1.1 The proposer shall provide the information requested below. Responses must be in sufficient detail to provide for meaningful evaluation and assessment.

H.1.2 Letter of Introduction / Executive Summary
 The proposer shall provide detailed information on their team, including sub consultants and provide a summary of reasons for selection of the proposer. The proposer shall also establish that their team has the ability to facilitate meetings with a diverse group of stakeholders, conduct objective analysis of law enforcement policies and practices, and that they have no conflict of interest.

H.1.3 Documentation of Relevant Experience
 a) The proposer shall provide resumes for all team members and establish that
 (1) they are qualified experts in law enforcement policies and practices;
 (2) they have experience staffing and facilitating meetings of Commissions, Committees or Boards that focus on law enforcement or criminal justice;
 (3) they are able to conduct statistical analysis of law enforcement and criminal justice data; and
 (4) they have experience engaging in community outreach.

b) To the extent the proposer has conducted relevant analyses, the provider shall provide copies of prior relevant analyses or samples thereof.

H.1.7 SCHEDULE PRICE MATRIX

Deliverable	Unit	Cost per Unit
Draft Analysis	1 draft report	_____
Final Analysis	1 final report	_____
Meetings (other than those required to Produce a report)	1 hour	_____
Testimony	1 hour	_____

PART IV

SECTION I: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROPOSERS

I.1 TYPE OF BUSINESS ORGANIZATION

I.1.1 The proposer, by checking the applicable box, represents that

a) It operates as:

a corporation incorporated under the laws of the State of _____:

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

b) If the proposer is a foreign entity, it operates as:

an individual,

a joint venture, or

a corporation registered for business in _____

I.2 BUY AMERICAN CERTIFICATION

The proposer hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

I.3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each proposer shall check one of the following:

No person listed in Clause 13 of the SCP, -District Employees Not To Benefit" will benefit from this contract.

The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

I.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

a) Each signature of the proposer is considered to be a certification by the signatory that:

(1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any proposer or competitor relating to:

(i) those prices

(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

(2) The prices in this Contract have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before Contract opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

b) Each signature on the proposal is considered to be a certification by the signatory that the signatory:

(1) Is the person in the proposer's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

As an authorized agent, does certify that the principals named in subdivision b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs a)(1) through a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs a)(1) through a)(3) above.

c) If the proposer deletes or modifies subparagraph a)(2) above, the proposer must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

I.5 CERTIFICATION OF NO ECONOMIC INTEREST

The proposer certifies that no member of the proposer’s team is currently providing services to parties involved in the Commission. The proposer further certifies that no member of the proposer’s team has an economic interest in the implementation of any provisions of Act 23-336.

I.6 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Bidder must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Bidders with pending legal claims against the District are not automatically precluded from contract award. If Bidder does not have any pending legal claims against the District, please indicate this below.

The Contractor hereby certifies that the information provided above is true, correct and complete.

Signature

Date

Title

SECTION J: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

J.1 METHOD OF AWARD

J.1.1 The Council reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Council.

J.1.2 The Council intends, but is not obligated, to award single a contract resulting from this solicitation to the responsive and responsible proposer(s) whose offer is most advantageous to the Council (i.e. represents the “best value”), based upon the evaluation criteria specified in J.1.3.

The Council may select from the offers received a set of proposals which it deems to be within a competitive range and conduct discussions with these Offerors who may subsequently be requested to submit proposal revisions from which a final selection may be made.

J.1.3 Proposals will be evaluated on the following criteria:

a) PRICE AND DSLBD PREFERENCE POINTS

Proposals will be awarded up to 15 points for price.

- ✓ Actual points assigned to each Offeror in this category will be based on the offeror’s total price and will be computed in accordance with the following formula.
- ✓ The Offeror with the lowest price will receive the maximum points. All other proposals will receive a lower total score that is directly proportional to the difference between the lowest price and the price of the proposal being evaluated.

Evaluated Price Score = 15 * (Lowest Price / Proposal Being Evaluated)

In addition, up to 12 preference points shall (if applicable) be added to the price score (rounded up or down):

- ✓ Local Business Enterprises certified by Department of Small and Local Business Development (DSLBD) = 2 points
- ✓ Small Business Enterprises certified by DSLBD = 3 points
- ✓ Disadvantaged Business Enterprises certified by DSLBD = 2 points
- ✓ Resident Owned Business certified by DSLBD = 5 points
- ✓ Business is located in an Enterprise Zone as certified by DSLBD = 2 points
- ✓ Longtime Resident Business certified by DSLBD = 5 points
- ✓ Veteran Owned Business certified by DSLBD = 2 points
- ✓ Local Manufacturing Business Enterprise certified by DSLBD = 2 points

b) QUALIFICATIONS

Proposals will be awarded up to 75 points for qualifications.

- ✓ Key team members proposed to staff the Commission have been meaningfully involved staffing and facilitating law enforcement or criminal justice Commission, Committee, or Board meetings. The Offeror shall provide a list of Committees, Commissions, and Boards they have staffed or facilitated within the last 5 years. The Offeror shall provide resumes of persons that will be assigned to the contract resulting from this solicitation = 0-40 points
- ✓ Key team members have experience conducting community outreach and engagement = 0-10 points
- ✓ Team includes a member that has demonstrated experience performing data analysis with law enforcement or criminal justice datasets = 0-15 points
- ✓ Team has a demonstrated ability to provide objective analysis of law enforcement and/or criminal justice research = 0-5 points
- ✓ Team has produced reports for other law enforcement or criminal justice Commissions, Committees or Boards = 0-5 points
- ✓ Provide the contact information for a reference from three (3) clients. The Council may contact the reference.

c) **METHODOLOGY**

Proposals will be awarded up to 10 points for methodology.

- ✓ Identified resources (i.e. personnel, materials, and other assets) needed to facilitate Commission meetings and perform analysis of research or data = 0-5 points
- ✓ Potential information needed to perform research reviews or data analysis on topics in Act 23-336 = 0-5 points

J.2 **PREPARATION AND SUBMISSION OF PROPOSALS**

J.2.1 Proposers shall submit a signed original and three (3) copies. The Council will not accept a facsimile copy of a proposal as an original proposal. All items accepted by the Council, all pages of the Request for Proposals (RFP), all attachments and all documents containing the proposal shall constitute the formal contract. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (as specified in Section A.3)

J.2.2 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the proposer. Each proposer shall return the complete solicitation as its proposal.

J.2.3 The Council may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.

J.2.4 The Council may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Proposers shall make no changes to the requirements set forth in the solicitation.

J.3 **FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Proposers 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. Proposers 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.

J.4 PROPOSAL SUBMISSION DATE AND TIME

Proposals must be submitted no later than **4:00 p.m. on Tuesday, September 1, 2020.**

J.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

A proposer may modify or withdraw its proposal upon written, email notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the exact time set for opening of proposals.

J.6. LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

J.6.1 Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of proposals; or
- b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Council after receipt.

J.6.2 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the proposer can furnish evidence from the postal authorities of timely mailing.

J.6.3 LATE SUBMISSIONS

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

J.6.4 LATE MODIFICATIONS

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

J.6.5 LATE PROPOSALS

A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

J.7 HAND DELIVERY OR MAILING OF PROPOSALS

Proposers must deliver or mail their proposals to the address in Section A.8 of the cover page.

J.8 ERRORS IN PROPOSALS

Proposers are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the proposer's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

J.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective proposer has any questions relative to this solicitation, the prospective proposer shall submit the questions in writing to the Contracting Officer. The prospective proposer shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective proposers. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding.

J.10 FAILURE TO SUBMIT PROPOSALS

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

J.11 PROPOSAL PROTESTS

Any actual or prospective proposer or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or 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 this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

J.12 SIGNING OF PROPOSALS

J.12.1 The Contractor shall sign the proposal and print or type its name on the Solicitation Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the proposer and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

J.12.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the proposer or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the

corporation followed by the signature and title of the person having authority to sign for the corporation. Proposers shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

J.13 ACKNOWLEDGMENT OF AMENDMENTS

The proposer shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of proposals. Proposer's failure to acknowledge an amendment may result in rejection of the proposal.

J.14 LEGAL STATUS OF PROPOSER

Each proposal must provide the following information:

J.14.1 Name, address, telephone number, D-U-N-S number and federal tax identification number of proposer;

J.14.2 A copy of each District of Columbia license, registration or certification that the proposer is required by law to obtain. This mandate also requires the proposer to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2861 et seq. (2001), if the proposer is required by law to make such certification. If the proposer 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 proposer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

J.14.3 If the proposer 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.

J.15 STANDARDS OF RESPONSIBILITY

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

- J.15.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- J.15.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- J.15.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- J.15.4 Evidence of compliance with the applicable District licensing and tax laws and regulations;
- J.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics;
- J.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;
- J.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- J.15.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsive.