

SOLICITATION, OFFER, AND AWARD		1. Caption Council of the District of Columbia Lead Plan Assessment			Page of Pages 1 26				
2. Contract Number		3. Solicitation Number DCAB-2021-Q4-21FP		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 11/26/2021		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. Electronic ONLY offers for furnishing the supplies or services in the Schedule shall be furnished to Dawn Cromer on or before <u>4:00 p.m.</u> EST time <u>December 31, 2021</u> (Hour) (Date) 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 or (202) 256-4251 c (Ext)		C. E-mail Address dcromer@dccouncil.us			
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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			

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 I

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 ORDERING CLAUSE

- B.1.1** Any services to be furnished under this agreement must be ordered by issuance of a purchase order by the Contracting Office or Ordering Official. Such orders may be issued during the term of this agreement.
- B.2.2** All purchase orders are subject to the terms and conditions of this agreement. In the event of a conflict between the purchase order and this agreement, the agreement shall control.
- B.2.3** If mailed, purchase order is considered “issued” when the Council of the District of Columbia deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 The Council of the District Columbia seeks an independent verification and validation assessment of the District of Columbia Water and Sewer Authority’s (“DC Water”) Lead Service Line Replacement Plan (“Plan”).

C.2 BACKGROUND

C.2.1 Over the past decade, the District has taken significant steps to address the of presence of lead in homes and drinking water sources across the District. These efforts include implementation of a childhood lead screening registry, strict testing and water filtration protocols for public schools and childcare facilities, and, most recently, a comprehensive update to the District’s lead paint laws.

C.2.2 One additional, key component of this work is the removal and replacement of water service lines that contain lead, predominantly overseen by DC Water and the Department of Energy and Environment (“DOEE”). Under District law, DC Water is required to replace the entirety of a lead water service line—both the portions in public space and the remainder of the line to the residence—whenever replacing the public portion of the water service line, which most often occurs during water main replacements. The District, through DOEE, also provides subsidies to residents to remove and replace the remainder of a lead water service line on private property, where the public portion was previously removed. DC Water also administers a voluntary lead water service line replacement program.

C.2.3 These programs are an essential tool for District residents to reduce the presence of lead in their drinking water, and to meet DC Water’s commitment to replace all lead water service lines in the District by 2030. However, approximately 28,000 lead service lines still serve homes and businesses in the District. The current rate at which these water service lines are being replaced is too slow, by decades, to meet DC Water’s 2030 goal.

C.2.4 On June 14, 2021, DC Water released its Lead Service Line Replacement Plan. In this plan, DC Water provided a detailed account of its new, proposed process to replace and remove all lead water service lines in the District by 2030, including a high and low planning level cost estimate for the agency to execute this plan. The plan document also included details on DC Water’s proposed Lead Service Line Replacement Planning and Prioritization model, which DC Water intends to use to identify and prioritize blocks and specific properties for replacements; DC Water’s model would prioritize properties based on service line inventory, water main condition data, water quality data, whether the property is home to an individual belonging to a vulnerable population, and socioeconomic data.

C.2.5 DC Water has requested that the District dedicate between \$312,000,000 and \$507,000,000 to support the plan and completion of the lead water service line replacement work on schedule. As laid out in the plan, however, the scope of the funds use is not exclusive to lead water service line replacements on private property. DC Water's total cost estimate also includes portions of DC Water's overall capital plan, including replacement of a subset of DC Water's water mains, as well as program management costs, street restoration costs, and the cost to complete lead line replacements in the public space.

C.2.6 In the Fiscal Year 2022 Local Budget Act of 2021, the Council identified funding for a contractor to undertake an independent verification and validation assessment of DC Water's plan. While the Council supports efforts to expediently complete lead water service line replacements, an independent verification and validation of the plan is necessary to ensure that, as proposed, the plan will meet both DC Water and the District's lead water service line replacement goals, including the removal and replacement of all lead water service lines by 2030, prioritization of vulnerable populations in any prioritization model, and fiscal responsibility.

C.3 REQUIREMENTS

C.3.1. The Contractor will examine the DC Water Lead Service Line Replacement Plan, issued June 14, 2021, and attached to this RFP at Attachment A. The Contractor will also review materials publicly available or made available by the Council, DC Water, DOEE, or other District entities on the District's lead water service line replacement programs, DC Water's capital plan, related contracts, requisitions, spending plans, and other budgetary documents, and materials on the planning, cost, timing, and process for lead water service line replacements in other, comparable jurisdictions. Council Budget Office staff and the staff on the Council Committee on Transportation and the Environment will assist with obtaining District government information that is available.

C.3.2 INDEPENDENT VERIFICATION AND VALIDATION

It is expected that the information provided will be used to conduct an independent verification and validation of the plan, including:

- An assessment of whether the plan, as proposed, is reasonably structured to facilitate DC Water's successful removal and replacement of all remaining full and partial lead water services line in the District by 2030; and, where the plan is not, an analysis of elements of the plan that are insufficient to meet that goal, and any plan elements absent from the plan but necessary for the timely completion of this work.
- A review of the planning level cost estimate in the plan, and whether individual elements of the planning level cost estimate—including both

high and low estimates—are accurate and necessary to the successful removal and replacement of all remaining full and partial lead water services line by 2030. This review shall include a comparison of how lead water service line replacements have been financed in other, comparable jurisdictions, including an examination of projected and actual costs in those jurisdictions.

- An assessment of the lead service line replacement planning and prioritization model, and whether the model is reasonably structured to meet DC Water’s goal of removal and replacement of all remaining full and partial lead water services line by 2030 in an efficient and equitable manner, including:
 - A review of the prioritization algorithm, individual data metrics, and data metric and element definitions to ensure compliance with goals of the model; and
 - An assessment of prioritization models utilized by comparable jurisdictions undertaking lead water service line replacement work, and costs and benefits of those models.

C.4 DELIVERABLES

The Contractor will prepare a draft report and a final report detailing the comprehensive independent verification and validation analysis. The Contractor shall also provide expert advice on an as needed basis and make relevant staff available for Council hearings and meetings on the report and any findings.

C.5 QUALIFICATIONS

The Contractor must be qualified as an expert analyst with experience performing independent verification and validation analyses, or similar programmatic and financial analyses and have experience with review, planning, and/or execution of government or utility capital improvement programs; direct experience in or knowledge of the development and implementation of lead water service line removal programs preferred. It is also preferred that the Contractor also have experience testifying and responding to questions before political bodies. Members of the team must demonstrate that they have the ability to provide objective analysis of the plan and that they have no known potential conflicts of interest.

C.6 ATTACHMENTS

- Attachment A – DC Water Lead Service Line Replacement Plan

https://www.dewater.com/sites/default/files/documents/lfdc_summary_6_7_21x.pdf

- Attachment B – Report and recommendations of the Committee on Transportation & the Environment on the Fiscal Year 2022 budget for agencies under its purview

<https://static1.squarespace.com/static/5bbd09f3d74562c7f0e4bb10/t/60dc163460aee56e1faf522/1625080164706/T%26E+FY22+budget+draft+report.pdf>

- Attachment C – Report and Recommendations of the Committee of the Whole on the Fiscal Year 2022 Budget and Corresponding Budget Support Act

<https://static1.squarespace.com/static/5bbd09f3d74562c7f0e4bb10/t/60de31f31217463998caf97e/1625174516309/DRAFT+COW+FY2022+Budget+Recommendations.pdf>

SECTION E – INSPECTION AND ACCEPTANCE

E.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 F – DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

F.1.2 The term of the contract shall be from date of award through September 30, 2022.

F.2 TIME OF DELIVERY ESSENTIAL

F.2.1 Time of delivery is of the essence. By March 2, 2022, the Contractor shall discuss its preliminary findings related to the assessment and analysis so that the Council may comment and provide the Contractor with direction on the remainder of the analysis. The Contractor shall provide a written draft report of its comprehensive analysis no later than Week Eight after the start date and provide a written final report of its comprehensive analysis no later than April 6, 2022 (Week Ten). The Contractor shall allot one- and one-half hours for each meeting referenced below. Meeting dates are subject to change. Dates for testimony are yet to be determined.

Week One (January 26, 2022) – Start-up Meeting

Week Five (March 2, 2022) – Meeting to Discuss Preliminary Findings

Week Eight (March 23, 2022) - Draft Report

Week Ten – (April 6, 2022) - Final Report

In addition, the Contractor shall allot time to provide weekly updates on the progress of the analysis.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

G.1.1 The District shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

G.2 DELIVERY RECEIPTS AND INVOICES

G.2.1 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) 724-8082
Email: jtaylor@dccouncil.us

G.2.2 The contractor shall submit final invoices no later than thirty (30) days after expiration of the contract.

G.3 CONTRACTING OFFICER

G.3.1 The Contracting Officer is the only District official authorized to contractually bind the District through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Ms. 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.
Telephone: (202) 724-8080
Email: nsmith@dccouncil.us

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

G.4.1 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, 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:

Joseph Wolfe
Council of the District of Columbia
Office of the Budget Director
1350 Pennsylvania Avenue, N.W., Suite 508
Washington, D.C. 20004
Telephone: (202) 727-6132
Email: jwolfe@dccouncil.us

G.5 REQUEST FOR PROPOSAL CONTACT PERSON

G.5.1 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, N.W., Suite 5
Washington, D.C. 20004
Attn: Dawn Cromer
Telephone: (202) 724-8127
Email: dcromer@dccouncil.us

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor(s) 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

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 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 shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 RIGHTS IN DATA

- I.3.1** “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.3.2** 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 the 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.
- I.3.3** 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.

- I.3.4** 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.

I.4 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

J.1 PREPARATION AND SUBMISSION OF PROPOSALS

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

J.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 provide objective analysis of the DC Water Lead Service Line Replacement Plan and that they have no conflict of interest.

J.1.3 Documentation of Relevant Experience

(a) The proposer shall provide resumes for all team members and establish that:

- (1) They are qualified as expert analysts with experience performing independent verification and validation analyses for government or utility systems; and
- (2) They have experience in review, planning, and/or execution of government or utility capital improvement programs, including evidence of direct experience in or knowledge of the development and implementation of lead water service line removal programs.

(b)(1) To the extent the proposer has conducted relevant analyses, the provider shall provide copies of prior relevant analyses or samples thereof.

- (2) Please note that very little weight will be given by evaluators to work that was performed by the corporate entities on proposer's teams but did not meaningfully involve the individual team participants proposed for this analysis. Therefore, it is mandatory that the proposer clearly demonstrate the involvement and role of each proposed team member in any prior relevant analyses provided.

J.1.4 The proposer shall present a methodology for performing the analysis and explain how they will accomplish the work within the time allotted.

J.1.5. The proposer shall include a description of any information from the District government, DC Water, or third parties that the proposer will need to conduct the analysis. In addition, the proposer shall describe, if such information is unavailable, the proposed method of addressing any incomplete information that is not in the Council's custody or control.

J.1.6. The proposer shall provide the contact information for a reference from three (3) clients. The Council may contact the references.

J.X SCHEDULE PRICE FOR

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROPOSERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.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 _____
(Country)

K.3 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.

K.4 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.

K.5 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 full 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.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

L.1 METHOD OF AWARD

- L.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.
- L.1.2 The Council intends, but is not obligated, to award single_contract(s) 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 on the evaluation criteria specific outlined in subsections J.1. and L.1.4 of this RFP.
- L.1.3 The Council may select from the offers received a set of proposals which it deems to be within the 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.
- L.1.4 Proposals will be evaluated on the following criteria:

(a) PRICE AND DSLBD PREFERENCE POINTS

- (1) Proposals will be awarded up to 15 points for price.
- 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.
 - 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:

$$\text{Evaluated Price Score} = 15 * (\text{Lowest Price} / \text{Price of Proposal Being Evaluated})$$

- (2) 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 55 points for qualifications.

- Key team members proposed to work full-time on the analysis have been meaningfully involved in performing independent verification and validation analyses of government or utility systems for at least 5 years. The Offeror shall provide a list of similar analyses performed within the last 5 years. The Offeror shall provide resumes of persons that will be assigned to the contract resulting from this solicitation = 0-20 points.
- Key team members proposed to work full-time on the analysis have experience in review, planning, and/or execution of government or utility capital improvement programs; direct experience in or knowledge of the development and implementation of lead water service line removal programs preferred = 0-15 points.
- Lead team member has 10 years of experience with performing independent verification and validation analyses of government or utility systems = 0-10 points.
- Lead team member has 10 years of experience in review, planning, and/or execution of government or utility capital improvement programs; direct experience in or knowledge of the development and implementation of lead water service line removal programs preferred = 0-5 points
- Team has a demonstrated ability to provide objective analysis of the plan with no known or potential conflicts of interest = 0-5 points.

(c) METHODOLOGY

Proposals will be awarded up to 30 points for methodology.

- Implementation plan for performing the analysis that includes a timeline for milestones = 0-15 points.
- Identified resources (i.e., personnel, materials, and other assets) needed to perform the analysis and submit a final report by April 1, 2022 = 0-10 points.
- Identified information needed to perform the analysis = 0-5 points.

L.2 PREPARATION AND SUBMISSION OF PROPOSALS

- L.2.1 Proposers shall submit a signed **ELECTRONIC** original. 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 proposer's offer shall constitute the formal contract. Each proposal shall be submitted **ELECTRONICALLY** conspicuously marked: "Proposal in Response to Solicitation No. *(as specified in Section A.3)*"

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

L.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.

L.4 PROPOSAL SUBMISSION DATE AND TIME

Due to the current COVID-19 Pandemic, **ONLY ELECTRONIC** proposal submissions will be accepted. Proposals must be submitted no later than **4:00pm** Eastern Standard (EST) time on **Friday, December 31, 2021**.

L.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.

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

- L.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:

L.6.2 LATE SUBMISSIONS

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

L.6.3 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.

L.6.4 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.

L.7 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.

L.8 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.

L.9 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.

L.10 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, N.W., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.11 SIGNING OF PROPOSALS

L.11.1 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.

L.11.2 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.

L.12 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.

L.13 LEGAL STATUS OF PROPOSER

Each proposal must provide the following information:

L.13.1 Name, address, telephone number, D-U-N-S number, and federal tax identification number of proposer;

L.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

L.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.

L.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.

L.15.1 Evidence of adequate financial resources, credit, or the ability to obtain such resources as required during the performance of the contract;

L.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;

L.15.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills, or the ability to obtain them;

L.15.4 Evidence of compliance with the applicable Council licensing and tax laws and regulations;

L.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics;

L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;

L.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and

L.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.