

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



**REQUEST FOR PROPOSAL
DCAM-22-CS-RFP-0011**

**REDEVELOPMENT ST. ELIZABETHS EAST CAMPUS –
MICROGRID PROJECT**

Date Issued: June 23, 2022

Pre-proposal Conference: July 8, 2022, at 11:00am
R.I.S.E. Demonstration Center
2730 Martin Luther King Jr Ave SE,
Washington, DC 20032

Site Visit: July 8, 2022
Following Pre-proposal Conference

Deadline for Questions: July 15, 2022

Due Date for Proposals: August 9, 2022

Point of Contact: James H. Marshall

All communication regarding this RFP should be submitted via the DGS portal at
<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

The portal will require the following information to upload documents:

Vendor Name
Vendor Contact email address
Solicitation ID – DCAM-22-CS-RFP-0011
Project Name – Redevelopment St. Elizabeths East Campus –
Microgrid Project
Contract Specialist – James Marshall

TABLE OF CONTENTS

PART 1 PROJECT INTRODUCTION AND INSTRUCTION FOR OFFERORS.....3

PART 2 PROJECT REQUIREMENTS.....12

PART 3 EVALUATION AND AWARD CRITERIA.....16

PART 4 ECONOMIC INCLUSION.....22

PART 5 PROPOSAL ORGANIZATION AND SUBMISSION.....28

PART 6 OFFEROR PROCEDURES & PROTESTS32

PART 7 POWER PURCHASE AGREEMENT.....36

PART 8 INSURANCE REQUIREMENTS.....37

PART 9 BOND REQUIREMENTS.....43

PART 10 MISCELLANEOUS PROVISIONS.....44

PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.1 Procurement Overview

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to solicit proposals (“Proposal(s)”) from offerors (“Offeror(s)”) interested in serving as the Microgrid Partner (“Partner” or “Contractor”) for the development, design, construction, ownership, operations, maintenance, and transfer of a new resilient microgrid providing energy services for District government operations on the St. Elizabeths East campus (the “Project” or “Microgrid” or “Microgrid Project”). The purpose of this RFP is to evaluate submitted Proposals and determine which Offeror will be awarded the Power Purchase Agreement (the “PPA” or “Agreement”) for the design, build, finance, own, operate and eventually may transfer services for the Project.

1.2 Project Overview

The Department anticipates entering into a PPA governing all services necessary to successfully implement and operate this self-funding Project and specifying the prices and the terms and conditions for supplying resilient electricity, hot water, and chilled water on a take-or-pay basis to DGS on behalf of the off-takers on the St. Elizabeths East Campus (“St. Es”).

1.3 Project Funding and Financial Structure

The Department intends to enter a PPA with the selected Offeror that will have an initial 15-year term with energy pricing as defined in Exhibit C of the Draft PPA (**Attachment A4**). The District, through its, Homeland Security and Emergency Management Agency (HSEMA), has been awarded a grant in the amount of \$15 million (\$15,000,000) (see under Compensation, Grant Proceeds, and Cost-Share, **Section 1.8** below). The District and its off-takers shall not be responsible for any other payments during the term of the PPA, including, but not limited to, network upgrades, environmental costs, interconnection costs, or similar items that might not yet be identified or may arise after PPA execution or commercial operation.

This RFP is issued under the Department’s authorization to issue a design, build, finance, own, operate and transfer procurement, under DGS Procurement Rule 4701.1. The Draft PPA includes terms that gives the District the option but not the obligation to purchase the Microgrid (“Transfer”) at the end of the term, as described in **Section 1.9.4**.

1.4 Schedule and Schedule Milestones

While the District hopes it will be able to negotiate an agreement with UHS for the microgrid developer to be the sole provider of energy to the Hospital, we make no assertion or promise that such an agreement shall be reached. While the parties hope that the Microgrid Project will be the sole

provider of power for the Cedar Hill Regional Medical Center at St. Elizabeths East, including both the Hospital and the Ambulatory Pavilion (the “Hospital” or “St. Elizabeths Hospital”) as well as other off-takers, the ultimate decision will depend on the terms of the District’s agreement with the microgrid developer and the ultimate implementation date of the Microgrid Project. The successful completion of Hospital construction and start of Hospital operations (“Hospital Schedule”) will therefore be critically dependent on the prompt completion of the Microgrid. To be clear, the intent is that the Microgrid Project proceed whether the microgrid provider is ultimately the sole power provider for the hospital, or not.

1.5 Project Delivery Method

The Department intends to implement the Project through a design, build, finance, own, operate and eventually may transfer approach. This means that, unless a risk is specifically addressed in the PPA as being the responsibility of the District, the Microgrid Partner is responsible for all risks that may occur during the design, construction, and operation phases. While the Department has provided the parameters for the design of the Microgrid (e.g., resiliency requirements), the Partner is responsible to ensure the design meets the requirements and that the Microgrid can then be built to those specifications. The Microgrid Partner is taking the risk that the Project shall be designed and built in such a manner that the ongoing operational needs of the off-takers can be met successfully for the duration of the Project.

Because the District is providing the physical site for the installation of Microgrid facilities, during the Construction Phase, the Microgrid Partner, in consultation with the Department, shall provide construction and construction administration services to (i) selectively demolish sections of the site(s), including tree removals, and site & utility demolition, where required; (ii) conduct abatement of hazardous materials, if necessary; and (iii) construct any new parking lot sections, drainage facilities, lighting, operational systems, etc., as necessary.

1.6 Load Estimates, Minimum Off-Take, and Performance Criteria

The St. Es Microgrid shall be designed to serve at least the following three sets of loads, with baseline pricing as provided in Exhibit C of the Draft PPA:

- a) For the new Hospital, all electrical, chilled water, heating hot water, and domestic hot water loads.
- b) For the new Men’s Shelter, all electrical and domestic hot water loads, with electrical service meeting the facility’s heating and cooling needs.
- c) For the existing Unified Communications Center facility, all electrical loads, with flexible hot water and chilled water service in conjunction with the facility’s existing thermal systems.

Estimated loads for these three sites are provided in **Attachment A2**. The Draft PPA (**Attachment A4**), **Section 11.3**, includes Take-or-Pay provisions for these loads. Additional District Government off-takers on the St. Es campus, such as the existing Saint Elizabeths Behavioral Health hospital, may join the PPA in future years, subject to mutually agreeable

amendments if any.

For both new and existing buildings, including any future expansion, the Microgrid Partner shall install, own, and operate the distribution systems and conversion facilities: conduits and transformers for electricity delivery and pipes and Energy Transfer Stations (ETS) for heating and cooling delivery. Acceptance of thermal energy on the downstream side of the ETS will be the responsibility of each off-taker.

Meeting these load requirements shall entail conforming to a set of Performance Criteria, included in the Draft PPA (**Attachment A4**) **Section 11.1** and Exhibit H), including resiliency and outage limitations, air quality and efficiency standards, and power quality and supply temperatures for delivered electricity, chilled water, and hot water (similar to the terms of a typical Service Level Agreement).

1.7 Energy Pricing

Baseline pricing for energy services will be set using an avoided cost approach, so that off-takers pay less for energy services from the Microgrid than they would have paid without the Microgrid. This pricing is defined in Exhibit C of the Draft PPA (**Attachment A4**).

1.8 Compensation, Grant Proceeds, and Cost-Share

1.8.1 The Microgrid Partner shall provide all financing for the Project and shall be the owner of all facilities, unless otherwise specified in the PPA.

1.8.2 In addition, the District, through HSEMA, has been awarded a BRIC (Building Resilient Infrastructure and Communities) grant for the Microgrid from the Federal Emergency Management Agency (FEMA). The Microgrid Partner will be eligible for reimbursements of up to \$15 million (\$15,000,000) for approved expenses via a series of progress payments, contingent on the successful acceptance of a Benefit-Cost Analysis (“BCA”) by FEMA, and on fulfilling the requirements of the grant. Reimbursements will be managed by HSEMA. Relevant grant documents are provided in **Attachments A8 – A13**. Among other requirements, the Microgrid Partner must work with DGS and project teams including HSEMA to properly document that the required cost-share contribution of approximately \$6.6 million (\$6,600,000) is fulfilled. This cost-share can be met through a combination of public and private investments, including components of the Project needed to meet the resiliency provisions of the Performance Criteria; for example, switchgear, electrical feeders, controls, and on-site generation equipment such as reciprocating engines and the battery.

1.8.2.1 For reference purposes, typical FEMA requirements include terms and conditions such as:

- a) 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- b) 44 CFR, Part 78 Flood Mitigation Assistance
- c) 44 CFR, Part 206, Subpart N Hazard Mitigation Grant Program
- d) Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended

e) Hazard Mitigation Assistance Guidance and Addendum

1.8.2.2 The FEMA BRIC grant that has been awarded to the District consists of two phases, design and construction. The District intends to enter into a Letter Contract (**Attachment M**) immediately upon selection of an offeror. The Letter Contract will make funding from the FEMA grant up to \$950,000 available to the Microgrid Partner from HSEMA for design development efforts, sufficient to update the required Benefit-Cost Analysis and to provide FEMA with the design documentation needed to proceed to the construction phase of the grant.

Legal Notice: In order to comply with the D.C. Anti-Deficiency Act (D.C. Code § 47-355), the District cannot make binding commitments about funds it does not possess. Therefore, any statements in this RFP about funds from the FEMA grant that has been awarded to the District are limited to expressing a future intention, without any financial liability for the District if the funds are not ultimately provided to the Microgrid Partner.

1.9 Roles & Responsibilities

1.9.1 Land and Environmental Liability: The District Government will provide a suitable stand-alone Powerhouse Site, adjoining HSEMA’s headquarters in the Unified Communication Center at 2720 Martin Luther King Jr Ave SE, where Microgrid equipment can be installed and housed, for an annual lease payment of \$1. This location is in the southeast corner of the existing UCC parking lot (Assessment Neighborhood Area 067, Square 5868), potentially including wooded areas outside the current fence line as may be needed for Powerhouse implementation. Vehicle access will be provided through the existing UCC vehicle roadways and parking areas. A footprint of up to 13,000 square feet will be provided, with additional area potentially available for future expansion. (The District retains those environmental risks associated with the site that are not specifically caused by the Microgrid, including liability for any pre-existing environmental conditions at the site as well as any environmental issues that the District causes during the operational term. Additional site information is provided in **Attachment A7**.)

1.9.2 Microgrid Equipment: In general, equipment selection (such as reciprocating engines with heat recovery for combined heat and power) and design (such as the ETS to provide hot water and chilled water service at each off-taker’s delivery point) will be the sole responsibility of the Microgrid Partner, as long as the Microgrid can provide the required energy and resiliency services. The exceptions include:

- a) Two diesel engines (2x 1250 kW) will be installed and maintained by the Office of Unified Communications (“OUC”) at the Unified Communication Center (“UCC”) building, to be integrated into the Microgrid and made available for dispatch at a resource of last resort to meet critical loads served by the Microgrid.
- b) A Battery Energy Storage System (“BESS” or “Battery”) must be included, with a minimum 800 kW and 0.25C rating. The Battery’s installation site will be leased by the District for an annual lease payment \$1, not necessarily contiguous with the

Powerhouse site.

- c) Two 13kV Pepco feeders will provide a utility connection for the Microgrid. Feeder installation shall be funded and coordinated by the Microgrid Partner, in cooperation with the Hospital and with all property owners along the path of the duct bank. Information on the planned feeder location is provided in **Attachment A7**.

1.9.2.1 In addition, the Microgrid Partner shall have the role of encouraging and coordinating the integration into the Microgrid of additional solar capacity at whatever sites can accommodate panels on the broader St. Elizabeths and UCC campuses, and potentially relieving those installations of the requirement for their own interconnection with the Pepco grid. A minimum target of 800kW was specified in the original FEMA BRIC application, but the Microgrid Partner is encouraged to work with other stakeholders at the site to identify and deploy as much solar capacity as possible.

1.9.3 Permitting / Approvals: The Microgrid Partner shall meet all applicable regulations and requirements. The District Government commits to providing expertise and advice with compliance where appropriate. The Microgrid shall be designed and operated as a single-customer campus microgrid, serving only District Government off-takers and their commercial sub-tenants, in accordance with the Retail Competition Act and existing and forthcoming District Code and/or Public Service Commission regulations. Feeders distributing power from the Microgrid to its off-takers shall be the responsibility of the Microgrid Partner, who shall obtain the appropriate easements and permits for their installation and operation. The Microgrid Partner shall be responsible for and shall cover all expenses required for the single point of common coupling between the Microgrid and Pepco’s system, and for complying with all interconnection approval procedures and requirements under DCMR Title 15, Public Utilities and Cable Television Chapter 40. Any electricity from Pepco shall be supplied to the Microgrid under standard published tariffs, and all such costs shall be the Microgrid Partner’s responsibility, including standby service charges, if applicable.

1.9.4 Transfer: Fifteen (15) years after the start of commercial operations, the District Government will have the sole option of transferring ownership of the Microgrid to itself (“Transfer”) for a purchase price of \$1, as specified in Article II of the Draft PPA.

1.9.5 State of Good Repair: The Microgrid Partner shall make ongoing investments as may be needed to maintain a State of Good Repair for assets within the Microgrid and shall provide a State of Good Repair at Time of Transfer Guarantee, as specified in Exhibit H of the Draft PPA (**Attachment A4**).

1.10 Department Designated Point of Contact

1.10.1 The Department’s sole point of contact (POC) for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

James H. Marshall
Senior Contract Specialist
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW, 4th Floor
Washington, DC 20009
(202) 664-0416
james.marshall@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted in writing to the Department as described in Section 1.10.2.

1.10.2 All communication regarding this RFP should be submitted via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>. The portal will require the following information to upload documents:

Vendor Name
Vendor Contact email address
Solicitation ID – DCAM-22-CS-RFP-0011
Project Name – St. Elizabeths Microgrid
Contract Specialist – James Marshall

1.11 Microgrid Partner Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to the Department's POC as part of its proposal. Offerors shall notify the Department of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and will be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive addenda issued post proposal submission or other important communications from the Department, for which the Department shall not be responsible.

1.12 Procurement Schedule and Project Milestones

The Department anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Agreement. The schedule is subject to revision and the Department reserves the right to modify this schedule as it finds necessary, in its sole discretion.

1.12.1 Estimated RFP Schedule

Issue Solicitation	June 23, 2022
Pre-Proposal Conference	July 8, 2022
Site Visit	July 8, 2022
Final RFP Questions due to DGS	July 15, 2022
Proposals Due Date	August 9, 2022
Notice of Intent to Award	TBD
Notice to Proceed/Letter Contract	TBD
Project Kick Off meeting	1 week after NTP

1.12.2 Project Schedule

The Department is providing a representative schedule with milestones in **Attachment A1**. For key deadlines and Schedule Milestones, see Exhibit L of the Draft PPA.

1.13 Selection Criteria

Proposals will be evaluated in accordance with **Part 3 and Part 5** of this RFP.

1.14 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSBDE”) participate in this Project as fully described in **Part 4** of this RFP.

In addition to LSDBE participation, the Department requires that District of Columbia (“District”) residents participate in the Project as described in **Part 4** of the RFP.

1.15 RFP Documents

The documents included in this RFP consist of this RFP in all of its parts, all addenda, attachments, and exhibits contained or identified in the RFP’s sections (collectively, the “RFP Documents”). The attachments to the RFP include the following:

Project Specific Attachments (Attachments A1 – A7):

Attachment A1	Representative Microgrid Project Schedule
Attachment A2	Expected Microgrid Loads
Attachment A3	Reserved
Attachment A4	Draft Power Purchas Agreement
Attachment A5	Washington Gas Capacity Memo
Attachment A6	Reserved
Attachment A7	Site Information

BRIC Grant Related Attachments (Attachments A8 – A13)

Attachment A8	Dept. of Homeland Security Notice of Grant Funding
Attachment A9	Building and Resilient Infrastructure Communities Agreement
Attachment A10	2 CFR Part 200 Uniform Administration
Attachment A11	DHS Standard Terms and Conditions
Attachment A12	HSEMA Subrecipient Handbook October 2018
Attachment A13	HSEMA Subrecipient FY 20 Terms and Conditions
Attachment B	Form of Offer Letter
Attachment C	Bidder/Offeror’s Certification Form
Attachment D	Tax Affidavit
Attachment E1	Davis-Bacon Wage Rates Wage Determination
Attachment E2	Service Contract Act
Attachment F	Reserved
Attachment G1	District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Construction Contracts
Attachment G 2	District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Architectural and Engineering Services Contracts
Attachment H	SBE Subcontracting Plan
Attachment I1	First Source Employment Agreement
Attachment I2	Employment Plan
Attachment J	2022 Living Wage Act
Attachment K	Past Performance Evaluation Form
Attachment L	Reserved
Attachment M	Form of Notice to Proceed and Letter Contract (will be issued via Addendum)
Attachment N	Reserved
Attachment O	Conflict of Interest Disclosure Statement
Attachment P	Reserved
Attachment Q	EEO Policy Statement
Attachment R	Certification to Furnish Performance & Payment Bond

1.16 Obligation to Meet All the Requirements of the RFP Documents

If selected to enter into the Agreement, the Microgrid Partner shall be obligated to meet all requirements of the RFP Documents including, but not limited to, completing the Project in accordance with the Project Schedule.

1.17 Offeror’s Pre-Proposal Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any

addenda issued to the RFP, and all conditions which may in any way affect the Offeror's Proposal or the performance of the Work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all the RFP Documents;
- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the PPA pricing required to be submitted with the Offeror's proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- f) Notify the Department in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by the Department.

PART 2 - PROJECT REQUIREMENTS

2.1 Scope of Work

Under this RFP, the Department will engage a Microgrid Partner to provide all intermediate and final financing, design, permitting, interconnection, construction, installation, integration, commissioning, operations, and maintenance services required to implement the Project. The Project shall meet all Schedule and Performance Criteria as specified in **Part 1, Section 1.4, Section 1.5, Section 1.6** and the Draft PPA (**Attachment A4** Exhibits H and L).

The Project will be located as described in **Section 1.9** with additional information provided in **Attachment A7**.

Generally, the Microgrid Partner's responsibilities shall include, but will not be limited to, the following:

- a) To complete the intermediate and final design, permitting, interconnection, and construction of the Project in accordance with the RFP Documents.
- b) To provide all Project administrative services, design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, environmental, drainage, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of, scheduling, project administration, management, and coordination of subcontractors.
- c) To meet all off-taker load requirements in accordance with the RFP Documents and subsequent PPA.
- d) To conduct additional subsurface investigation work if and as required for the Project, including the possibility of an archeological study and coordination with the DC Archaeologist in the Office of Planning, if required.
- e) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete and operate the Project.

2.2 Microgrid Partner's Duties; General Intent

The Microgrid Partner shall have full responsibility for all phases of design, construction, and operations, subject to the Schedule Deadlines and Performance Indicators for delivering Resilient Energy Services as specified in the PPA. Nonetheless, it is in the interest of all parties that the Microgrid Partner work with the Department, the Hospital construction team, OUC, and affected government agencies, through a collaborative design process to develop a design for the Project in accordance with the requirements set forth in this RFP. The Microgrid Partner shall engage in necessary preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, schedule and quality); to develop an acceptable scope and schedule for the work; to implement the requisite construction and other work necessary in accordance with the Schedule Milestones; and to operate the facilities and deliver the required energy services in accordance with the Performance Criteria and the terms of the PPA.

2.2.1 Transition to FEMA Phase 2

In order for HSEMA to release grant proceeds for construction, the design period (Phase 1) for the grant must be successfully closed out, and an update to FEMA’s Benefit Cost Analysis provided to and accepted by FEMA. HSEMA and its Consultants intend to support this process and transition to the construction period (Phase 2) of the grant as expeditiously as possible. It is in the Microgrid Partner’s interests to collaborate closely with them.

2.3 Transition to Commercial Operations

2.3.1 Punchlist. Prior to Substantial Completion, the Microgrid Partner shall develop a punch list. Once the punch list is prepared, the Microgrid Partner shall inspect the Work along with representatives from the Department. The punch list shall be revised to reflect additional work items that are discovered during such inspection. The Microgrid Partner shall correct all punch list items no later than sixty (60) days after Substantial Completion is achieved.

2.3.2 Warranties & Manuals. Following Substantial Completion Date, but no later than fifteen (45) days following the Substantial Completion Date, the Microgrid Partner shall prepare and submit the following documentation: (i) environmental, health and safety documents; (ii) a set of “as-built” record drawings, including BIM model(s) if any; and (iii) all applicable inspection certificates/permits, etc.

2.3.3 Eleven Month Walk. The Microgrid Partner shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Microgrid Partner and a representative of the Department shall walk the Project to identify any work necessary to meet the Performance Criteria.

2.3.4 Support for Initial Heating & Cooling Season. The Microgrid Partner and its subcontractors shall provide support to the Department and to each off-taker during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

2.4 Deliverable List

The Microgrid Partner shall prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.4.1 Design and Preconstruction Phase Deliverables

- a) Project Schedule.
- b) Design Documents for Design Review.
- c) Permit Set of Construction Documents, including DCRA plan review responses.
- d) Issued for Construction Documents.
- e) Construction Phase Baseline Schedule.
- f) Insurance Certificates.
- g) Payment and Performance Bonds.

2.4.2 Construction Deliverables

Redevelopment St. Elizabeths East Campus – Microgrid Project

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.
- b) Hazardous Material Abatement Records.
- c) Construction Document packages.
- d) Progress Meeting Minutes.
- e) Project Schedule Updates.
- f) OSHA Safety Plan.
- g) Insurance Certificates.
- h) Performance and Payment Bonds and Agreement of Indemnity.
- i) Documents that may be required by Contracting Officer from time to time.

2.4.3 Transition to Commercial Operation Deliverables

- a) As-built Record Drawings.
- b) Environmental, Health & Safety Documents.
- c) Operations Manual for energy off-takers, including required coordination and maintenance procedures at the ETS.

2.4.4 Transfer at Completion of Term

- a) Updated as-built Record Drawings.
- b) Maintenance records for proceeding three years, including failure rates, preventative maintenance procedure documentation, and contract expenditures.
- c) Title for all equipment, with documented removal of all liens if applicable.

2.5 Licensing, Accreditation and Registration

The Microgrid Partner and all its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Agreement. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Architect or engineer licensed in the District of Columbia.

2.6 Conformance with Laws

It shall be the responsibility of the Microgrid Partner to perform under the Agreement in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

2.7 Wage Determinations

2.7.1 Davis-Bacon Act. The Davis-Bacon Act is applicable to this Project. As such, the Microgrid Partner and its trade subcontractors shall comply with the wage requirements, as set forth in **Attachment E1**, and reporting requirements imposed by that Act.

2.7.2 Service Contract Act. The Service Contract Act as stated in **Attachment E2** is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

2.8 Living Wage Act

The Contractor agrees that the Work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **Attachment J**.

2.9 Time is of the Essence

Time is of the essence with respect to the PPA. The Project must be Substantially Complete in accordance with the Schedule Guarantee. As such, by submitting a Proposal, the Microgrid Partner agrees to dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

2.10 Staffing

The Contractor shall ensure adequate staff with the appropriate experience, knowledge and expertise required to successfully complete the Project through all phases of the Project. The Contractor shall at a minimum provide the following:

2.10.1 Key Personnel

The Contractor shall provide the following key personnel for the Microgrid Project:

- a) Project Executive
- b) Architect or lead design engineer
- c) Project Manager
- d) Safety/Quality Assurance/Quality Control Manager; and
- e) Operations Manager for long-term

2.10.2 Other Staff and Support

The Contractor shall provide additional staff as needed to support the Project and ensure the Schedule Milestones and Performance Criteria are met.

2.11 Diversion, Reassignment, and Replacement of Key Personnel

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

PART 3 - EVALUATION AND AWARD CRITERIA

3.1 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance and Relevant Experience 30 Points
- b) Key Personnel and Team Capabilities 20 Points
- c) Project Management 30 Points
- d) Price 20 Points

The Department will evaluate Offerors’ Proposals and any requested best and final offers (“BAFO(s)”) in accordance with the provisions of this **Part 3** and the Department’s Procurement Regulations. Proposals shall include all items outlined in **Part 5** of this RFP.

3.2 Technical Rating

3.2.1 The Technical Rating Scale is as follows:

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

3.2.2 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 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.

3.3 Technical Evaluation Panel

Each Offeror’s Proposal will be evaluated in accordance with this **Part 3** by a Technical Evaluation Panel (TEP). The TEP shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the TEP, the source selection official shall select the responsive and responsible Offeror(s) whose Proposal(s) are determined by the source selection official to be the most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, 27 DCMR §§ 1613.5 and 1630.5 ,and not necessarily the Offeror (s) with the highest score as evaluated per the factors in **Section 3.5** of this RFP.

3.4 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department’s Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror’s key personnel. The submission will be re-scored after the oral presentation.

3.4.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty-five (45) minutes

for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department’s Evaluation Committee for no more than thirty (30) minutes.

3.4.1 Oral Presentation Schedule

The order of oral presentations will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror’s presentation at the discretion of the Contracting Officer.

3.4.2 Offeror Attendees

The oral presentation will be made by the Offeror’s personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to four (4) persons. The job functions of the persons attending the presentation will be considered as an indicator of the Offeror’s assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.4.3 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the Microgrid Partner for this Project, including the qualifications of its Key Personnel.

3.5 Proposal Evaluation

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offeror’s status as a CBE as outlined in **Part 4** of this RFP. The Department’s evaluation shall not necessarily be limited to the information provided in the Offeror’s Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the TEP. The Agreement will be awarded to the responsive and responsible Offeror that the source selection official determines is/are most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, 27 DCMR §§ 1613.5 and 1630.5, and not necessarily the Offeror(s) with the highest evaluated score(s).

3.5.1 Technical Proposal 80 Points

3.5.1.1 Past Performance and Relevant Experience 30 Points

The Department desires to engage a Microgrid Partner with the experience necessary to accomplish the objectives set forth in the RFP and the Draft PPA (**Attachment A4**). The potential Microgrid Partner will be evaluated in this Section based on the following:

- a) Demonstrated experience in construction of microgrid and utility projects, particularly in an urban setting and successful track record in delivering on-time projects with comparable schedules;
- b) Specific experience successfully meeting Schedule Milestones, Performance Criteria, and providing financing for microgrids
- c) Experience in operating microgrids over the long term, especially when serving multiple off-takers while consistently meeting efficiency and air quality metrics consistently and delivering excellent service to energy off-take customers.
- d) Experience in successfully financing projects requiring similar levels of capital investment; and
- e) Knowledge of, and access to, the local subcontracting market and knowledge of the local regulatory agencies and Code Officials;

If the Offeror is a team or Joint Venture of multiple companies, the TEP will consider the experience of each member of the team or Joint Venture considering their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to thirty (30) points.

3.5.1.2 Key Personnel and Team Capabilities 20 Points

The Department desires that the Microgrid Partner assign the appropriate number of personnel having the necessary seniority with the appropriate knowledge and expertise to implement a project of this type. The key personnel shall have demonstrated experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. The potential Microgrid Partner will be evaluated in this Section based on the following:

- a) The organization and make-up of the Offeror’s team including the knowledge, expertise and availability of the Key Personnel assigned to this Project including the Project Executive, the Microgrid Architect or lead design engineer, the Project Manager, the Safety/Quality Assurance/Quality Control Manager; and the Operations Manager for long-term;
- b) Demonstrated expertise and knowledge delivering exceptional customer service to multiple off-taskers during the operation of similar microgrids for an extended period of time; and
- c) Demonstrated expertise and knowledge in operating and maintaining diverse equipment such as those described under Microgrid Equipment in Section 1.9 with minimal unplanned outages at the component and system levels.

If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the abilities of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to twenty (20) points.

3.5.1.3 Project Management

30 Points

The Department desires that the Microgrid Partner have a clear understanding of the Project with a comprehensive approach to the design, building, operating, maintaining, and potentially transferring the microgrid to the District. In this section, the potential Microgrid Partner will be evaluated based on the following:

- a) Demonstrated understanding of phases and sequencing required to successfully complete the design and construction of the microgrid including safety requirements, appropriate quality assurance, compliance with District and federal regulations and use of District small businesses and residents;
- b) Approach to meeting the resiliency, service quality, and efficiency goals constituting the Performance Criteria (Exhibit H of the Draft PPA); and
- c) Identify and provide programs and incentives designed to deliver performance above that what is required or improve and potentially incentivize the District to consider for example, an early transfer of the microgrid.

3.5.2 Price Proposal

20 Points

The price evaluation will be objective and will be worth 20 (twenty) points.

3.5.2.1 Percentage Reduction in Energy Costs (20 Points)

The Department will evaluate the offerors percent reduction off energy prices above the 10% baseline. The offeror with the greatest reduction in the percentage above the 10% Benchmark 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:

$$\frac{\% \text{ Reduction in Energy Costs proposal being evaluated}}{\text{Greatest \% Reduction in Energy Costs}} \times 20 = \text{Points Awarded}$$

For example, if the greatest percentage reduction received above the 10% is 15% and the Offeror being evaluated proposed a 14% reduction, the points assigned for that offeror would be 9.33.

$$\frac{14}{15} \times 20 = 18.67$$

3.5.3 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise (“SBE”)/Certified Business Enterprise (“CBE”) as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise (“SBE”), having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s Proposal:

- a) Three (3) points for a small business enterprise;
- b) Five (5) points for a resident-owned business;
- c) Five (5) points for a longtime resident business;
- d) Two (2) points for a local business enterprise;
- e) Two (2) points for a local business enterprise with its principal office located in an enterprise zone;
- f) Two (2) points for a disadvantaged business enterprise;
- g) Two (2) points for a veteran-owned business enterprise; and
- h) Two (2) points for a local manufacturing business enterprise.

A certified business enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points.

4.2 Preferences for Certified Joint Ventures

A certified Joint Venture will receive preferences as determined by Department of Small and Local Business Development in accordance with D.C. Official Code § 2-218.39a (h).

- a) A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.
- b) Any vendor seeking certification in order to receive preferences under this RFP should contact the:

Department of Small and Local Business
Development ATTN: CBE Certification Program
441 Fourth Street, NW, Suite
850N Washington DC 20001
(202) 727-3900

- c) All Offerors are encouraged to contact the Department of Small and Local Business Development (“DSLBD”) if additional information is required on certification procedures and requirements.

4.3 Subcontracting Plan

An Offeror responding to this RFP which is obligated to subcontract shall be required to submit with its Proposal, any subcontracting plan required by law. Offeror’s responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. If the Agreement is in excess of (\$250,000), at least (50%) of the dollar volume of the Agreement shall be with certified small business enterprises (SBE), The subcontracting plan form is provided in **Attachment H**.

4.3.1 Mandatory Subcontracting Requirements

- a) Unless the Director of the DSLBD has approved a waiver in writing in accordance with D.C. Official Code § 2-218.51, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to SBEs.
- b) If there are insufficient SBEs to completely fulfill the requirement of paragraph **(a)** of this **Section 4.3.1** above, then the subcontracting may be satisfied by subcontracting (50%) of the dollar volume to any qualified CBEs; provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c) A Microgrid Partner (or “Prime Contractor” for purposes of this **Part 4**) that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs (a) and (b) above of this **Section 4.3.1**.
- d) Except as provided in paragraphs (e) and (g) below of this **Section 4.3.1**, a Prime Contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (35%) of the contracting effort with its own organization and resources and, if it subcontracts, (50%) of the subcontracting effort shall be with CBEs. A CBE Prime Contractor that performs less than (35%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e) A Prime Contractor that is a certified Joint Venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the contracting effort with its own organization and resources and, if it subcontracts, (35%) of the subcontracting effort shall be with CBEs. A certified Joint Venture Prime Contractor that performs less than (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- f) Each CBE utilized to meet these subcontracting requirements shall perform at least (35%) of its contracting effort with its own organization and resources.
- g) A Prime Contractor that is a CBE and has been granted an offer preference pursuant

to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least (50%) of the on-site work with its own organization and resources if the Agreement is one (\$1) million dollars or less.

4.3.2 Subcontracting Plan Requirements

If the Prime Contractor is required by law to subcontract under the Agreement, it must submit a subcontracting plan for at least (50%) of the dollar volume of the Agreement in accordance with D.C. Official Code § 2-218.46. The subcontracting plan shall be submitted as part of the Proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District and the Department. Each subcontracting plan shall include the following:

- a) The name and address of each subcontractor.
- b) A current certification number of the small or certified business enterprise.
- c) The scope of work to be performed by each subcontractor; and
- d) The price that the Prime Contractor will pay each subcontractor.

4.3.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Prime Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of Department of Small and Local Business Development.

4.3.4 Subcontracting Plan Compliance Reporting

- a) The Prime Contractor has a subcontracting plan required by law for this Agreement; the Prime Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 1. The price that the Prime Contractor will pay each subcontractor under the subcontract;
 2. A description of the goods procured or the services subcontracted for;
 3. The amount paid by the Prime Contractor under the subcontract;
 4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- b) If the fully executed subcontract is not provided with the quarterly report, the Prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

4.3.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Prime Contractor shall meet annually with the CO, contract administrator (“CA”), District of Columbia Auditor and the Director of Department of Small and Local Business Development to provide an update on its subcontracting plan.

4.3.6 DSLBD Notices

The Prime Contractor shall provide written notice to the Department of Small and Local Business Development and the District of Columbia Auditor upon commencement of the Agreement and when the Agreement is completed.

4.3.7 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements. A Prime Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63. If the CO determines the Prime Contractor’s failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in the Standard Contract Provisions for Construction and Architectural and Engineering Services contracts, **Attachments G1** and **G2** respectively. Neither the Prime Contractor nor its subcontractor may remove a subcontractor or tier-subcontractor if such subcontractor or tier-subcontractor is certified as an LSDBE company unless the Department approves of such removal, in writing. The Department may condition its approval upon the Prime Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project.

4.4 Residency Hiring Requirements for Contractors and Subcontractors

- 4.4.1** At least fifty-one percent (51%) of the Offeror’s team and every subconsultant’s employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.
- 4.4.2** Upon execution of the Agreement, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.
- 4.4.3** The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of

Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the Agreement; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the Project; (iii) make best efforts to hire at least (51%) District residents for all new jobs created by the Project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

4.4.4 The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

4.4.5 Ward 8 Residents

In addition to SBE participation described above in **Section 4.3.1** and the Residency Requirements described in **Section 4.4**, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to the Contractor obtaining trade bids for the work, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the Project (such requirement, the “Workforce Utilization Requirement”). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project. The Department desires that Ward 8 residents perform at a minimum 10% of the required labor hours.

4.5 Apprenticeship Act

The District of Columbia Apprenticeship Act of 1946, D.C. Official Code §§ 32-1401 *et seq.* (“Act”), as amended, may apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All

terms and conditions of the Act, D.C. Apprenticeship Council Rules and Regulations, as well as any federal requirements, shall be implemented. The Microgrid Partner shall be liable for any subcontractor non-compliance.

4.6 Special Provisions Related to the COVID-19 Emergency

- 4.6.1** The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- 4.6.2** The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including Section VI of Mayor’s Order 2021-147, dated December 20, 2021, (requiring boosters) and Section V of Mayor’s Order 2022-029, dated February 14, 2022, (affirming continuation of those vaccine requirements for contractors) and any modifications to these Orders, unless and until they are rescinded or superseded.”

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.1 General

This part outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

5.2 Submission Identification

Offeror shall submit its Technical Proposal and Price Proposal in separate electronic files to james.marshall@dc.gov. The Subject line of the Offeror's email shall clearly state: **Redevelopment St. Elizabeths East Campus – Microgrid Project DCAM-22-CS-RFP-0011**"

5.3 Date and Time for Receiving Submissions

Submissions shall be received in the place identified in **Section 5.2** of this RFP no later than 2:00pm on **August 9, 2022**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

The Department is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. Offers are requested to use the same labels and headings as the RFP and to be clear in the organization of submissions. The Submission shall be organized as follows:

5.4.1 Technical Proposal

5.4.1.1 Executive Summary of Proposal

Each Offeror shall provide a Proposal executive summary of no more than three pages to contain the following information for the Microgrid Partner and each of its subconsultants.

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 1. Age.
 2. Firm history(ies).
 3. Firm size(s).
 4. Areas of specialty/concentration.
 5. Current firm workload(s) projected over the next year.

6.A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.

c) Identification of the single point of contact for the Offeror.

5.4.1.2 Past Performance and Relevant Experience

The Offeror shall provide at a minimum the following information to address the evaluation criteria described in **Section 3.5.1.1**.

- a) Detailed descriptions of no more than four (4) projects that best illustrate the Microgrid Partner’s experience and capabilities relevant to this Project. These descriptions may overlap with the other information provided in the section. For each such project, the Offeror should provide the information requested below:
1. The name and location of the project.
 2. A short narrative of the scope of the contractor’s work on the project, including comparing the project to the requirements contained in this RFP.
 3. The size and nature of the on-site generation equipment.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 7. The actual substantial completion date and the final contract value.
 8. The operating and performance history after entry into commercial service, especially the project’s reliability track record, including nuisance trips, black starts, and extended outages
 9. Identification of proposed Key Staff, if any, that worked on the project
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment K**, are completed and submitted on behalf of the Microgrid Partner directly to the Department’s POC stated in **Section 1.10** by the due date for Proposals as specified in **Section 5.3**. The Offeror assumes responsibility for ensuring evaluations are completed correctly.
- c) The Offeror shall provide a brief description of the Offeror’s past experience with each of the five requested elements described in **Section 3.5.1.1**. The specific expertise or experience may be described with respect to the Offeror, other members of the Offeror’s team, or experience of key personnel with previous employers.

5.4.1.3 Key Personnel and Team Capabilities

The Offeror shall provide at a minimum the following information to address the evaluation criteria described in **Section 3.5.1.2**.

- a) Organizational Chart including Key Personnel (**Section 2.10.1**) and other staff (**Section 2.10.2**) to perform work on this Project.
- b) Resume of each Key Personnel indicating the expertise and knowledge to perform their assigned role; resumes should clearly indicate if the Key Personnel was a part of the projects provided in Section 5.4.1.2 above.
- c) Discussion of the Key Personnel, their roles and responsibilities and how
- d) A table that includes: (i) the individual’s name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project.

5.4.1.4 Project Management

The Offeror shall provide at a minimum the following information to address the evaluation criteria described in **Section 3.5.1.3**.

- a) Discuss the Offeror’s means and methods to be used in the design and construction of the microgrid including a Preliminary Project Schedule, knowledge of applicable District and Federal regulations and Draft Workforce Utilization Plan as described in 4.4.5 describing efforts to identify and attract certified small businesses and District residents to participate in the Project;
- b) Discuss and provide sample Quality Assurance policies and procedures, Operations and Maintenance Plans for the microgrid, Customer Service procedures designed to ensure successfully achieving the required performance criteria; and
- c) Discussion of programs and incentives designed to improve the District’s overall position to a level exceeding the performance requirements discussed in the draft PPA.

5.4.2 Price Proposal

The Contractor shall complete the Offer Letter (Attachment B). Each Offeror shall submit an offer letter accepting the baseline terms of the RFP,

5.4.2.1 Price Proposal Attachments

- a) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- b) Tax Affidavit. Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be

in full compliance with their tax obligations to the District of Columbia Government.

- c) SBE Subcontracting Plan - Each Offeror shall complete and submit as part of its Price Proposal a Subcontracting Plan in the form of **Attachment H**.
- d) First Source Employment Agreement and Employment Plan- Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement in the form of **Attachment I**.
- e) Conflict of Interest Disclosure Form. Each Offeror shall submit a conflict of interest disclosure statement substantially in the form of **Attachment O**.
- f) EEO Policy Form. Each Offeror shall submit an EEO policy form substantially in the form of **Attachment Q**.
- g) Certification to Furnish Performance & Payment Bond. Each Offeror shall submit a certification to furnish a performance & payment bond substantially in the form of **Attachment R**.

PART 6 - OFFEROR PROCEDURES & PROTESTS

6.1 Contact Person

Offerors should contact the Department’s POC as stated in **Section 1.10** via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> for information about this RFP or for any written questions or inquiries regarding the RFP.

6.2 Pre-proposal Conference and Site Visit

A preproposal conference will be held on July 8, 2022 at 11:00am. The conference will be held at the R.I.S.E. Demonstration Center 2730 Martin Luther King Jr Ave SE, Washington, DC 20032. While attendance is not mandatory, interested Offerors are strongly encouraged to attend. A Site Visit will be conducted immediately following the Pre-proposal Conference.

6.3 Explanations to Prospective Offerors

Each Offeror shall carefully examine this RFP and all amendments, addenda or other revisions, and be thoroughly familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding. Requests should be directed to the Department’s POC via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> no later than 4:00pm July 15, 2022 The person making the request shall be responsible for prompt delivery.

6.4 Protests

Protests shall be governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department’s Procurement Regulations (27 DCMR § 4734).

6.5 Contract Award

6.5.1 Most Advantageous to the District

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

6.5.2 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 CO 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 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6.6 Retention of Proposals

All Submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Submissions shall become the property of the Department and the Department shall reserve the right to distribute or use such information as it determines.

6.7 Examination of Proposals

Offerors are expected to examine the requirements of all instructions outlined in the RFP Documents including all amendments, addenda, attachments and exhibits. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

6.8 Late Proposals: Modifications

- a) Any Proposal Submission or BAFO received at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Proposal Submission, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at the Department's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to the Department may be considered at any time as received and may be accepted.
- e) Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Submissions.

6.9 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding

the preparation of any Submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Submissions, statements, reports, data, information, materials or other documents or items.

6.10 Rejection of Proposals

The Department reserves the right, in its sole discretion:

- a) To cancel this RFP, in whole or in part, at any time before the opening of Proposals and/or reject all Proposals.
- b) To reject Proposals that fail to prove the Offeror's responsibility.
- c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror.
- e) To take any other action within the applicable Procurement Regulations or law.
- f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal
- g) To reject Proposal that indicates a lack of understanding of any aspect of the Project.
- h) To reject Proposals that are too costly, financially or otherwise, to the Department relative to other Submissions and the Project budget.
- i) To reject Proposals where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial Proposal or median price for that pricing element or line item in response to a Request for a best and final offer.
- j) To reject Proposals that are deemed non-responsive.

6.11 Limitation of Authority

Only a Contracting Officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

6.12 Non-Responsive Proposals

6.12.1 Certification. The Department may consider a Proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form **Attachment C**.

6.12.2 Exceptions. The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, Construction and Architectural and Engineering Services contracts, **Attachments G1 and G2** respectively, the Agreement, and/or the Letter Contract.

6.12.3 Core Competency. The Department may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department’s sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

PART 7 – POWER PURCHASE AGREEMENT

7.0 Contract Documents

The form of the Power Purchase Agreement is provided as **Attachment A4**. The Microgrid Partner selected shall be expected to enter into an agreement consisting of the Form of Notice to Proceed/Letter Contract (**Attachment M**). The Form of Contract will be the PPA (**Attachment A4**). The Form of Notice to Proceed/Letter Contract (**Attachment M**) and Form of Contract (**Attachment A4**) will include the terms and conditions specified by this RFP and the Draft PPA and the specific competitive terms offered in the successful proposal. In addition, the Form of Contract shall incorporate the applicable provisions of the Department's Standard Contract Provisions, for Construction and Architectural and Engineering Services contracts which are attached hereto as **Attachment G1 and G2** respectively. Offerors should carefully review the Standard Contract Provisions when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the applicable provisions of the Standard Contract Provisions shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the applicable terms of the Standard Contract Provisions; and if chosen as the selected Offeror, entering into a Letter Contract, and subsequently, the PPA. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions may be deemed non-responsive.**

PART 8 - INSURANCE REQUIREMENTS

8 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor at its sole expense 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured

arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all sub-contracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
7. Installation-Floater Insurance - For projects not involving structural alterations, the contractor shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
9. Railroad Protective Liability Insurance (RPL) – **If Applicable** -The Contractor shall provide evidence satisfactory to the Contracting Officer of a RPL policy with respect to activities Contractor, or any of its officers, agents, employees, members, successors and assigns, or subcontractors, perform within fifty (50) feet vertically or horizontally of railroad tracks, but only prior to the initiation of any such activity, Contractor shall provide Railroad Protective Liability Insurance (ISO CG 00 35 or equivalent), in the name of the applicable railroad. The policy shall have limits of liability of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, combined single limits, for coverage A & B, for losses arising out of injury to or death of any person, and for physical loss or damage to or destruction of property, including the loss of use thereof. A Ten Million Dollar (\$10,000,000.00) annual aggregate may apply.
10. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$20,000,000 per occurrence and \$20,000,000 in the annual aggregate, follow-

ing the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

11. Builders Risk – The Microgrid Partner/Contractor shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance at 100% replacement cost upon the entire Project improvements at the Property and all portions of the Project improvements stored off the site with District’s approval, and contingent transit coverage for portions of the Project improvements in transit. This insurance shall include the interests of District and Partner in the Project and shall insure against all risk of physical damage including flood if located in a flood zone, subject to standard exclusions.
12. Property Insurance - After achieving completion of construction of the Project, Microgrid Partner/Contractor shall carry special form property insurance written on a replacement cost value covering 100% of the replacement cost of all of the Property until such time as the Property may be transferred to the District.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- D. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. 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.
- F. 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.
- G. 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.

H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted electronically to james.marshall@dc.gov.

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. 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.

K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

PART 9 - BOND REQUIREMENTS

9.1 Bid Bond

The Department does not require a bid bond for this Project.

9.2 Trade Subcontractor Bonds

The Subcontractor Agreement shall require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

9.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by **Section 9.2**, the Microgrid Partner shall be required to post a payment and performance bond having a penal value equal to the value of the Microgrid agreed upon between the Microgrid Partner and the Department, at the time the Agreement is executed. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

PART 10 - MISCELLANEOUS PROVISIONS

10.1 Conflict of Interest

The Department reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis. Offeror shall submit the Conflict of Interest Disclosure Statement with their Proposals **(Attachment O)**.

10.2 Pregnant Workers Fairness

The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

10.2.1 The Contractor shall not:

10.2.1.1 Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

10.2.1.2 take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

Pay;
Accumulated seniority and retirement; Benefits; and
Other applicable service credits;

10.2.1.3 Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

10.2.1.4 Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

10.2.1.5 Require an employee to take leave if a reasonable accommodation can be provided; or

10.2.1.6 Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

10.2.2 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- a) New employees at the commencement of employment;
- b) Existing employees; and
- c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

10.2.3 The Contractor shall provide an accurate written translation of the notice of rights to any non- English or non-Spanish speaking employee.

10.2.4 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

10.3 Unemployed Anti-Discrimination

10.3.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

10.3.2 The Contractor shall not:

- a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
- c) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
- d) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

10.3.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

10.4 Audits and Records

10.4.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

10.4.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, offices or other facilities or parts of them, engaged in performing the contract.

10.4.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The bid for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

10.4.4 Comptroller General

- a) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- b) This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

10.4.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

10.4.6 Availability. The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in Sections 10.4.6.1 through 10.4.6.6.5,

for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

10.4.7 The Contractor shall insert a clause containing all the terms of this clause, including this Section 10.4.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price- redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in Section 10.4.5 of this clause.

10.5 Fair Criminal Record Screening

10.5.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

10.5.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

10.5.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

10.5.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

10.5.5 This section and the provisions of the Act shall not apply:

- a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

- b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- d) To employers that employ less than 11 employees.

10.5.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

10.6 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.

10.7 Disputes

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services General Provisions (Construction Contracts) (“SCP”), Article 7 Disputes (Attachment G.1).

10.8 Restrictions on Disclosure and Use of Data

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

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

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

10.8.2 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.”

10.9 Legal Status of Offeror

Each proposal must provide the following information:

- 10.9.1** Name, address, telephone number and federal tax identification number of offeror;
- 10.9.2** 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
- 10.9.3** 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. If the Offeror is a team, the teaming agreement should include intentions, roles and responsibility of the prime contractor, roles and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture in light of their role in the proposed team or Joint Venture.

10.10 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. 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.

10.11 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.

- 10.11.1** In accordance with Title 27 DCMR, Section 2200.4, to be determined responsible, a prospective contractor shall meet all of the following requirements:

- a) Financial resources adequate to perform the contract or the ability to obtain those resources;
- b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all of its existing commercial and government contract commitments;
- c) A satisfactory performance record;
- d) A satisfactory record of integrity and business ethics;
- e) A satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-219.01 *et seq.*), the Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code §§ 2-218.01 *et seq.*), licensing, and tax laws;
- f) The necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;
- g) The necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;
- h) Has not exhibited a pattern of overcharging the District;
- i) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars (\$1,000) or one percent (1%) of the contract value, up to twenty-five thousand dollars (\$25,000); and
- j) Is qualified and eligible to receive an award under applicable laws and regulations.

10.11.2 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.

10.12 Definitions

Capitalized terms not otherwise defined in the Agreement definitions section shall have the meanings given to them in the RFP.

In addition, the following definitions of standard industry terms-of-art are provided

10.12.1 Avoided-Cost Approach: A philosophy for setting the prices in a PPA, where off-takers are assured of never paying more for energy services from the Microgrid than they would have paid without the Microgrid.

10.12.2 Benefit Cost Analysis

10.12.3 Contract Documents: The final form of the Power Purchase Agreement, to be provided by

the successful Offeror upon Notification of Selection, incorporating both the terms and conditions specified by this RFP and the specific competitive terms offered in the successful Bid. In addition, both agreements shall incorporate the applicable provisions of the Department’s Standard Contract Provisions (**Attachments G1 and G2**).

10.12.4 Energy Transfer Station (ETS): The physical equipment, including heat exchangers and metering, needed to deliver heating and cooling to each off-taker.

10.12.5 Financial Enhancements

10.12.6 Microgrid Partner: The selected performer who shall take full responsibility to design, build, finance, own, operate and eventually may transfer the Microgrid.

10.12.7 Off-takers: The sites receiving energy services from the Microgrid under the PPA, including the new Hospital and Men’s Shelter, the UCC, and future additional District Government off-takers on the St. Es campus, such as the existing Saint Elizabeths Behavioral Health hospital.

10.12.8 Performance Criteria The performance commitments described in Exhibit H of the Draft PPA (**Attachment A4**).

10.12.9 Power Purchase Agreement (PPA): The contract governing the Microgrid Partner’s supply of electricity, cooling, heating, and resilience to the off-takers.

10.12.10 Powerhouse Site: The physical location for the building housing the core Microgrid equipment, such as generators, controls, boilers, and chillers.

10.12.11 Resilient Energy Services: The provision of energy with vanishingly small probabilities, even in the face of natural disasters, grid outages, and other challenges, of an extended service interruption that would interfere with the off-takers ability to perform critical functions, achieved through a combination of redundancy, diversity, and design and operational safe-guards.

10.12.12 Schedule Milestones: The Schedule Milestones described in Exhibit L of the Draft PPA (**Attachment A4**).

10.12.13 Take or Pay: A typical provision of Energy Service Agreement where the off-takers commit to take a certain amount of each type of energy on an annual basis (i.e. minimum load), and to make payments for those services even if loads drop below the specified minimum threshold, as specified in **Section 11.3** of the Draft PPA.

10.13 Acronyms

The following are abbreviations and acronyms used throughout this RFP:

BRIC	Building Resilient Infrastructure and Communities
CA	Contract Administrator
CBE	Certified Business Enterprise
CCO	Chief Contracting Officer
CFA	Commission of Fine Arts
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
CPM	Critical Path Method
DCRA	District of Consumer and Regulatory Affairs
DGS	Department of Human Services
FEMA	Federal Emergency Management Agency
HSEMA	Homeland Security and Emergency Management Agency
HPRB	Historical Preservation Review Board
PPA	Power Purchase Agreement
NTP	Notice to Proceed
RFP	Request for Proposals
SBE	Small Business Enterprise