

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Request for Proposals (RFP)
Solicitation No. DCAM-18-NC-0019
ENERGY EFFICIENT LIGHTING SYSTEMS RETROFITS, SENSORS AND CONTROLS

Addendum No. 03
Issued: December 13, 2017

This Addendum No. 03 is issued by the Department of General Services (DGS) on December 13, 2017. Except as modified herein, the Request for Proposals (RFP) remains unmodified.

Item No.1 – Attachment J.4 U.S. Department of Labor (DOL) Wage Determination

Delete: Attachment J.4 U.S. DOL Wage Determination No. 2015-4281 Revision 7, dated 07/25/2017

Replace With: Attachment J.4 **REVISED** Davis Bacon Wage Determination No. DC20160002 Modification No. 13, dated 11/17/2017

Item No. 02 –Hourly Rate Ceiling

Delete: Section G.7 Hourly Rate Ceiling

Replace With: Reserved

Item No. 03 – Bond Requirements

Delete: H.14.7 Bond Requirements

Replace With: H.14.7 Bond Requirements

H.14.7.1 Bid Bond

H.14.7.1.1 Offerors are required to submit with their Proposals a bid bond in the amount of \$25,000.00, in the form included as Attachment J.14 Bid Bond. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

H.14.7.1.2 Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as Attachment J.15 Bid Guaranty Certificate and return, notarized, with the Offeror's Proposal.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



H.14.7.2 Payment and Performance Bond

H.14.7.2.1 Prior to issuing a Task Order Award, the awarded Contractor(s) will be required to post a Payment and Performance Bond (Attachment J.16) having a penal value equal to the full Task Order price at the time the Task Order is executed.

H.14.7.2.2 All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

Item No. 04 –Insurance

Delete: Section I.8 Insurance

Replace With: *Revised* Section I.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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies 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

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



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 Grantee and subcontractors.

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 subcontracts, 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.
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 (ii) 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 this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-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 legal liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 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 coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the 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.

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
 6. 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) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following 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.
- B. **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.
- C. **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

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **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.**
- E. **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.
- F. **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.
- G. **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.
- H. **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 to:

The Government of the District of Columbia

And mailed to the attention of:

George G. Lewis, CPPO c/o Karen Araujo
Associate Director | Contracts and Procurement Division
DC Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: 202.545.3035 | Email: Karen.Araujo@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).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



- I. 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.
- J. 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 in the District.

Item No. 05 – Section L.2 Proposal Form, Organization and Content

Delete: Each proposal shall be submitted in a sealed envelope conspicuously marked:

DCAM-18-NC-0019 Technical Proposal – Lighting Systems Retrofits, Sensors, and Controls

DCAM-18-NC-0019 Price Proposal – Lighting Systems Retrofits, Sensors, and Controls

Replace With: Each proposal shall be submitted in a sealed envelope conspicuously marked:

DCAM-18-NC-0019 Technical Proposal – Energy Efficient Lighting Systems Retrofits, Sensors & Controls

DCAM-18-NC-0019 Price Proposal – Energy Efficient Lighting Systems Retrofits, Sensors & Controls

Item No. 06 – Technical Proposal – Relevant Experience and Past Performance of Team

Delete: L.2.2.1 Relevant Experience and Past Performance of Team

Replace With: L.2.2.1 Relevant Experience and Past Performance of Team

The Department desires to engage multiple Contractors with the experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on their demonstrated experience in:

- (i) Upgrading and replacing lighting systems;
- (ii) Working in occupied school and/or municipal facilities;

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



- (iii) Knowledge of, and access to the local subcontracting and supplier market;
- (iv) Knowledge of the local regulatory agencies and Code Officials;
- (v) Past Performance Evaluation Forms provided by Contractor's past clients (**Attachment J.12**). A minimum of three (3) Past Performance Evaluation Forms shall be submitted in the Offeror's proposal;
- (vi) Detailed descriptions of no more than six (6) projects that best illustrate the team's experience and capabilities performing work similar in size and scope and relevant to this project as described in **Section C**. On each project description, please provide all of the following information in consistent order:
 - i. Project or contract name and location;
 - ii. Name, address, contact person and telephone number and email address for owner reference(s);
 - iii. Brief project description including project cost, contract number (if applicable), duration, total value of project or contract, square footage, firm's scope of work, and key firm strengths exhibited;
 - iv. Identification of personnel involved in the selected project who are proposed to work on this project; and
 - v. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained).
 - vi. Cost data including pre-retrofit/installation budget, and actual retrofit/installation cost (if actual project cost exceeds original, please explain why).

If the Offeror is a team or 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.

Item No. 07 – Questions and Answers

Add/Incorporate: The District's response to Potential Offeror's questions is incorporated by this Addendum No. 03 as Exhibit A.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



All other terms and conditions remain unchanged.

Kimberly Gray

Kimberly Gray
Supervisory Contract Specialist | Contracting Officer
Goods & Services

12/13/17
Date

- End of Addendum No. 03 -

ENERGY EFFICIENT LIGHTING SYSTEMS RETROFITS, SENSORS AND CONTROLS
Solicitation No. DCAM-18-NC-0019
QUESTION & ANSWERS

NO.	QUESTIONS	DGS RESPONSE
1	As discussed during the pre-proposal conference, could the initially required 5% bonding fee requirement (as reflected in the attachments J.14 Bid Bond Form, J.15 Bid Guaranty Certification & J.16 Payment and Performance Bond) be removed from this RFP, and instead be moved as a requirement to the Task Order phase?	Please refer to Addendum No. 03, Item No. 03, section H.14.7.1
2	Since bond requirements are typically based on the size of a project(s) (project specific), please clarify what we need to submit now as part of this RFP. How does the incentive piece play into that, if at all and how that is paid?	Please refer to Addendum No. 03, Item No. 03.
3	In the Task Order Proposal Process, is DGS planning to use a standard lighting industry template (bid form) that itemizes each LED fixture replacement category? Same question for controls and sensors.	DGS will determine prior to issuing a scope for each project. In many cases DGS will provide a bid form.
4	Task Order Proposal Process: Relatedly, who will be doing the audits and to what standard(s)? Will conducting the audit be part of the Task Order Proposal Process? If yes, how is the contractor compensated? The audit process and the completed audit document can significantly impact pricing.	The audit process will be part of the task order process. The Contractor(s) will be compensated based on the established hourly labor category rates.
5	Lump Sum Payment. Will DGS consider a different payment methodology such as Progress Payments (instead of lump sum payment) based on work completed on a monthly basis.	Please refer to Section G.4.1 Lump Sum Payment. This section remains unchanged.
6	Are you using a baseline hourly rates? If so is it local or federal?	Please refer to Addendum No. 03, Item No. 01.
7	If one individual fulfills more than one listed labor category can we combine those categories in the RFP?	The Offeror should not combine labor categories; and offerors shall not modify the Price Schedule. Offeror shall provide hourly rates for each labor category.
8	Is there a page limitation to the response to the items defined in the statement of work including font sizes, copies of the response requested etc. etc.?	Please refer to Section L Instructions, Conditions and Notices to Offerors for detailed information regarding proposal submittal.
9	Can DGS confirm how the J.12 Past Performance Evaluation forms should be submitted. Shall J.12 form part of the offeror's proposal, or come to DGS separately from the evaluator?	Please refer to Addendum No. 03, Item No. 06. Past Performance Evaluation forms (Attachment J.12) shall be submitted with the Offeror's proposal.