

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-19-NC-RFP-0004

ENERGY & UTILITY MANAGEMENT SUPPORT AND ANALYSIS

This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as Certified Business Enterprises (CBEs).

**Solicitation Issue Date:** Friday, March 22, 2019

**Pre-Proposal Conference:** Thursday, March 28, 2019 at 11:00 a.m.  
DPW 6<sup>th</sup> Floor Conference Room  
Frank D. Reeves Municipal Center  
2000 14th Street, NW | Washington, DC 20009

**Last Day for Questions:** Tuesday, April 2, 2019

**Proposal Due Date:** **Monday, April 22, 2019 by 10:00 a.m. EST**

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
**GEORGE G. LEWIS, CPPO c/o Karen J. Araujo**  
Frank D. Reeves Municipal Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor | Washington, DC 20009

**Contact:** **Karen J. Araujo**  
Contract Specialist | Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor | Washington, DC 20009  
Phone: (202) 545-3035 | Email: [karen.araujo@dc.gov](mailto:karen.araujo@dc.gov)

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## SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

**B.1** The Government of the District of Columbia, acting by and through its Department of General Services (the “District”, “DGS” or “Department”) is issuing this Request for Proposals (“RFP”) to engage one (1) firm (“Contractor”) to provide comprehensive program management and data management/analysis services in support of holistic utility consumption and cost management across the DGS portfolio.

**B.2 INDEFINITE DELIVERY–INDEFINITE QUANTITY (IDIQ) CONTRACT**

The type of contract awarded pursuant to this RFP will be an IDIQ contract for the supplies or services specified at fully loaded per unit pricing set forth in Section B.3, and effective for the period(s) stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the **Ordering Clause**, referenced in Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the annual maximum not to exceed ceiling amount of **\$950,000.00**. The District will order at least the guaranteed minimum dollar amount of **\$250.00**.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after one (1) year from date of contract award.

**B.3 PRICE SCHEDULE – IDIQ**

**B.3.1 BASE YEAR**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORIES*	UNIT	ESTIMATED HOURS	COST PER UNIT	EXTENDED COST
0001AA	Senior Subject Matter Expert	HRLY	1	\$ -	\$ -
0001AB	Subject Matter Expert	HRLY	1	\$ -	\$ -
0001AC	Principal	HRLY	1	\$ -	\$ -

0001AD	Technical Expert	HRLY	1	\$ -	\$ -
0001AE	Senior Program Manager	HRLY	1	\$ -	\$ -
0001AF	Senior Technical Manager	HRLY	1	\$ -	\$ -
0001AG	Program Manager	HRLY	1	\$ -	\$ -
0001AH	Data Analyst	HRLY	1	\$ -	\$ -
0001AI	Mechanical Engineer	HRLY	1	\$ -	\$ -
0001AJ	Associate	HRLY	1	\$ -	\$ -
0001AK	Communications Specialist	HRLY	1	\$ -	\$ -
<b>GRAND TOTAL FOR BASE YEAR</b>					<b>\$ -</b>

**\* Descriptions and Minimum Qualifications of Labor Categories are referenced in Section C.**

The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250.00; the annual maximum not to exceed ceiling amount is \$950,000.00.

**NOTE:** Pricing shall be "all inclusive" and sufficient to cover all Contractor's cost including, but not limited to year-over-year labor wage increases, supervision, management, materials, equipment, supplies, vehicles, gas, administrative, insurance, overhead and profit, and all applicable year-over-year service cost increase due to applicable market increase and fluctuations.

**B.3.2 OPTION YEAR ONE (OY1)**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORIES*	UNIT	ESTIMATED HOURS	COST PER UNIT	EXTENDED COST
1001AA	Senior Subject Matter Expert	HRLY	1	\$ -	\$ -
1001AB	Subject Matter Expert	HRLY	1	\$ -	\$ -
1001AC	Principal	HRLY	1	\$ -	\$ -
1001AD	Technical Expert	HRLY	1	\$ -	\$ -
1001AE	Senior Program Manager	HRLY	1	\$ -	\$ -

1001AF	Senior Technical Manager	HRLY	1	\$ -	\$ -
1001AG	Program Manager	HRLY	1	\$ -	\$ -
1001AH	Data Analyst	HRLY	1	\$ -	\$ -
1001AI	Mechanical Engineer	HRLY	1	\$ -	\$ -
1001AJ	Associate	HRLY	1	\$ -	\$ -
1001AK	Communications Specialist	HRLY	1	\$ -	\$ -
<b>GRAND TOTAL FOR OPTION YEAR ONE (OY1)</b>					<b>\$ -</b>

**\* Descriptions and Minimum Qualifications of Labor Categories are referenced in Section C.**

The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250.00; the annual maximum not to exceed ceiling amount is \$950,000.00.

**NOTE:** Pricing shall be "all inclusive" and sufficient to cover all Contractor's cost including, but not limited to year-over-year labor wage increases, supervision, management, materials, equipment, supplies, vehicles, gas, administrative, insurance, overhead and profit, and all applicable year-over-year service cost increase due to applicable market increase and fluctuations.

**B.3.3 OPTION YEAR TWO (OY2)**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORIES*	UNIT	ESTIMATED HOURS	COST PER UNIT	EXTENDED COST
2001AA	Senior Subject Matter Expert	HRLY	1	\$ -	\$ -
2001AB	Subject Matter Expert	HRLY	1	\$ -	\$ -
2001AC	Principal	HRLY	1	\$ -	\$ -
2001AD	Technical Expert	HRLY	1	\$ -	\$ -
2001AE	Senior Program Manager	HRLY	1	\$ -	\$ -
2001AF	Senior Technical Manager	HRLY	1	\$ -	\$ -
2001AG	Program Manager	HRLY	1	\$ -	\$ -

2001AH	Data Analyst	HRLY	1	\$ -	\$ -
2001AI	Mechanical Engineer	HRLY	1	\$ -	\$ -
2001AJ	Associate	HRLY	1	\$ -	\$ -
2001AK	Communications Specialist	HRLY	1	\$ -	\$ -
<b>GRAND TOTAL FOR OPTION YEAR TWO (OY2)</b>					<b>\$ -</b>

**\* Descriptions and Minimum Qualifications of Labor Categories are referenced in Section C.**

The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250.00; the annual maximum not to exceed ceiling amount is \$950,000.00.

**NOTE:** Pricing shall be "all inclusive" and sufficient to cover all Contractor's cost including, but not limited to year-over-year labor wage increases, supervision, management, materials, equipment, supplies, vehicles, gas, administrative, insurance, overhead and profit, and all applicable year-over-year service cost increase due to applicable market increase and fluctuations.

**B.3.4 OPTION YEAR THREE (OY3)**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORIES*	UNIT	ESTIMATED HOURS	COST PER UNIT	EXTENDED COST
3001AA	Senior Subject Matter Expert	HRLY	1	\$ -	\$ -
3001AB	Subject Matter Expert	HRLY	1	\$ -	\$ -
3001AC	Principal	HRLY	1	\$ -	\$ -
3001AD	Technical Expert	HRLY	1	\$ -	\$ -
3001AE	Senior Program Manager	HRLY	1	\$ -	\$ -
3001AF	Senior Technical Manager	HRLY	1	\$ -	\$ -
3001AG	Program Manager	HRLY	1	\$ -	\$ -
3001AH	Data Analyst	HRLY	1	\$ -	\$ -
3001AI	Mechanical Engineer	HRLY	1	\$ -	\$ -

3001AJ	Associate	HRLY	1	\$ -	\$ -
3001AK	Communications Specialist	HRLY	1	\$ -	\$ -
<b>GRAND TOTAL FOR OPTION YEAR THREE (OY3)</b>					<b>\$ -</b>

**\* Descriptions and Minimum Qualifications of Labor Categories are referenced in Section C.**

The estimated quantity of Labor Hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250.00; the annual maximum not to exceed ceiling amount is \$950,000.00.

**NOTE:** Pricing shall be "all inclusive" and sufficient to cover all Contractor's cost including, but not limited to year-over-year labor wage increases, supervision, management, materials, equipment, supplies, vehicles, gas, administrative, insurance, overhead and profit, and all applicable year-over-year service cost increase due to applicable market increase and fluctuations.

**B.3.5 OPTION YEAR FOUR (OY4)**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORIES*	UNIT	ESTIMATED HOURS	COST PER UNIT	EXTENDED COST
4001AA	Senior Subject Matter Expert	HRLY	1	\$ -	\$ -
4001AB	Subject Matter Expert	HRLY	1	\$ -	\$ -
4001AC	Principal	HRLY	1	\$ -	\$ -
4001AD	Technical Expert	HRLY	1	\$ -	\$ -
4001AE	Senior Program Manager	HRLY	1	\$ -	\$ -
4001AF	Senior Technical Manager	HRLY	1	\$ -	\$ -
4001AG	Program Manager	HRLY	1	\$ -	\$ -
4001AH	Data Analyst	HRLY	1	\$ -	\$ -
4001AI	Mechanical Engineer	HRLY	1	\$ -	\$ -
4001AJ	Associate	HRLY	1	\$ -	\$ -

4001AK	Communications Specialist	HRLY	1	\$ -	\$ -
<b>GRAND TOTAL FOR OPTION YEAR FOUR (OY4)</b>					<b>\$ -</b>

**B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

**B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

**B.5.1** A Subcontracting Plan form is available in **Attachment J.8** for completion.

**B.6 DESIGNATION OF SOLICITATION FOR THE CERTIFIED BUSINESS ENTERPRISE (CBE) SET-ASIDE MARKET ONLY**

This RFP is designated only for certified business enterprise (CBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

A CBE firm must be certified with DSLBD to submit a proposal in response to this solicitation. Accordingly, offerors who are not certified with DSLBD at the time of the proposal due date/time, will be deemed non-responsive. An offeror submitting a proposal in response to this RFP must submit with its proposal a copy of the DSLBD certification acknowledgment letter, and a notarized statement detailing any subcontracting plan required by law.



## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The awarded Contractor shall provide all labor, materials, equipment, management, recordkeeping, reporting, and other services necessary to successfully to provide comprehensive program management and data management/analysis services in support of holistic utility consumption and cost management across the DGS portfolio for a base period and up to four (4) additional one (1) year option periods. The Department reserves the right, at any time (including after an award hereunder), to increase or decrease the responsibility under an awarded contract.

The primary objectives of the Contractor are to:

- Enable DGS to measure and reduce portfolio energy use.
- Streamline utility payment and accounting.
- Track the impact of energy efficiency projects, and measure and verify project and utility cost savings.
- Calculate and report greenhouse gas emissions.
- Provide accurate to-the-day energy information on public, online platform to inform and educate occupants and visitors.
- Provide support for day-to-day administration and strategic development related to the agency’s complex data resources and programs.
- Provide advisory and project management services for energy management.
- Produce analysis, communications and reports in connection with agency forecasting and fixed cost management.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	DC Law	The Clean and Affordable Energy Act <a href="https://doee.dc.gov/publication/clean-and-affordable-energy-act-2008">https://doee.dc.gov/publication/clean-and-affordable-energy-act-2008</a>	2008
2	Municipal Regulation	The Clean Energy DC Omnibus Amendment Act <a href="http://lims.dccouncil.us/Legislation/B22-0904?FromSearchResults=true">http://lims.dccouncil.us/Legislation/B22-0904?FromSearchResults=true</a>	2018
3	Municipal Regulation	Clean Energy DC Plan <a href="https://doee.dc.gov/cleanenergydc">https://doee.dc.gov/cleanenergydc</a>	2018

Item No.	Document Type	Title	Date
4	Strategic Plan	Sustainable DC Plan <a href="http://www.sustainabledc.org/about/sustainable-dc-plan/">http://www.sustainabledc.org/about/sustainable-dc-plan/</a>	2018
5	Mayoral Pledge	Carbon Neutral and Climate Resilient DC by 2050 <a href="https://www.dcregs.dc.gov/Common/NoticeDetail.aspx?NoticeId=N0064155">https://www.dcregs.dc.gov/Common/NoticeDetail.aspx?NoticeId=N0064155</a>	2017
6	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing <a href="https://ocp.dc.gov/publication/environmentally-preferable-purchasing">https://ocp.dc.gov/publication/environmentally-preferable-purchasing</a>	10/01/2003
7	International Protocol	International Performance Measurement and Verification Protocol (IPMVP) Core Concepts <a href="https://evo-world.org/en/products-services-mainmenu-en/protocols/ipmvp">https://evo-world.org/en/products-services-mainmenu-en/protocols/ipmvp</a>	2016

### C.3 DEFINITIONS

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

- C.3.1 Application Program Interface (API):** A set of commands, functions, protocols, and objects that programmers can use to create software or interact with an external system. An API provides developers with standard commands for performing common operations, so they do not have to write the code from scratch.
- C.3.2 ARCHIBUS:** An Integrated Workplace Management System platform developed by ARCHIBUS, Inc. The platform can be integrated bi-directionally with building information modeling and CAD design software. ARCHIBUS is used by DGS to track and manage the real estate portfolio, asset management, space planning management and capital project management.
- C.3.3 Baseline:** A representation of “standard” or typical energy performance, used for comparative purposes. Baseline may be expressed according to a variety of metrics and may account for weather or other independent variables that influence energy consumption.
- C.3.4 Benchmarking:** Tracking a building’s energy and water use and using a standard metric to compare the building’s performance against past performance and to its peers nationwide. Building performance can be compared to that of similar buildings (cross-

sectional benchmarking) or its own historic performance (longitudinal benchmarking). Benchmarking may also be performed at the system or component level.

- C.3.5 Building Automation System (BAS):** A system that is designed to control building operations and indoor climate.
- C.3.6 Building Energy Performance Standard (BEPS):** Building Energy Performance Standards (BEPS) require improvements in lower-performing buildings over a continuously implemented, iterative five-year cycle by establishing mandatory building energy audits and/or retro-commissioning that either require and/or motivate building owners (and, in certain cases, tenants) to invest in the energy efficiency of their buildings.
- C.3.7 Commissioning/Data-Driven Recommissioning:** An intensive quality assurance process that begins during building design and continues through construction, occupancy, and operations. Commissioning ensures that a new building operates initially as the owner intended and that building staff are prepared to operate and maintain its systems and equipment. Recommissioning occurs when a building that has already been commissioned undergoes another commissioning process to bring the building's mechanical systems back to their original design state and/or the current needs of occupants.
- C.3.8 Communication Protocols:** Standardized rules governing the transmission of information between devices. Common protocols for building data include, for example, BACnet, LonTalk, and Modbus.
- C.3.9 Contracting Officer (CO):** Chief Contracting Officer and Contracting Officers with delegated authority from the CPO are authorized to enter into contractual relationships on behalf of the District or Department, in accordance with their delegated authority. Further, only the CPO and COs are authorized to modify or make changes to the terms and conditions of the contract via the issuance of written contract modifications, change orders, change directives and/or task orders. Thus, actions or obligations of the Contractor, that are not authorized by the CPO or COs are at the sole risk and expense of the Contractor.
- C.3.10 Contracting Officer's Technical Representative (COTR):** A District employee(s) responsible for technical direction and administration, not authorization, of the services under the contract, or task orders issued against IDIQ contracts, as applicable, unless otherwise authorized by the CO.
- C.3.11 Contractor:** The individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Agreement.
- C.3.12 Demand:** The rate of energy use by a particular building or system, i.e., power. Common units of energy demand are kilowatts (kW) for electricity, tons for chilled and hot water, and therms per hour or cubic feet per minute for gas.

- C.3.13 Demand Response:** Changes in electric usage by end-use customers from their normal consumption patterns in response to changes in the price of electricity over time, or to incentive payments designed to induce lower electricity use at times of high wholesale market prices or when system reliability is jeopardized.
- C.3.14 Energy Information System (EIS):** A software that enables the continuous publication of energy data, including 15-minute electricity data, billing consumption and cost data, benchmarking data and other relevant building information, to a public online platform.
- C.3.15 Energy Management and Information Systems (EMIS):** comprise a broad family of tools and services to manage building energy using building automation system (BAS) BACnet and centralized building management operations and energy analytics. These technologies store, tag, trend, analyze, control, and visualize energy use from multiple native BAS. EMIS can be broadly classified into technologies that are either meter-level focused or system focused.
- C.3.16 Energy Savings:** A reduction in energy use often quantified by accounting for key normalization factors such as weather or hours of operation.
- C.3.17 Energy Use Intensity (EUI):** A unit of measurement that describes a building’s energy use, relative to its size, on an annual basis. The common metric is KBtu/sf/yr.
- C.3.18 Greenhouse Gas (GHG) Emissions:** The carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O) gases released into the atmosphere as a result of energy consumption at the facility.
- C.3.19 Key Personnel:** The Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.
- C.3.20 Measurement and Verification (M&V):** The process of using measured data and other operational information to confirm the energy savings from energy efficiency projects. The International Performance Measurement and Verification Protocol defines four standard M&V approaches.
- C.3.21 Peak Load:** The maximum load during a specified period of time.
- C.3.22 Pennsylvania-New Jersey-Maryland Interconnection, LLC (PJM):** The regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia.
- C.3.23 Salesforce:** A cloud based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work and oversee city-wide facilities work order request, and monitor contractor’s costs and performance.

- C.3.24**      **Task Order (TO):** The obligating document that provides the issuance of orders for the performance of tasks during a fixed period of time, against an established master indefinite delivery/indefinite quantity contract.
- C.3.25**      **Utility Bill Management Software:** A utility bill accounting and energy management software used by DGS to process utility bills for payment and analyze cost and consumption.
- C.3.26**      **Utility Management:** The strategic and effective use of commodities such as electricity to minimize costs and environmental impact.
- C.3.27**      **VOLTTRON:** A software platform that enables buildings-to-grid integration. A potential vendor would need to know how to use the source code, which is written in Python 2.7 and runs on Linux Operating Systems. <https://github.com/VOLTTRON/voltron>

**C.4            BACKGROUND**

The Department of General Services’ Sustainability and Energy Management Division (“DGS-SE”) uses multiple databases and software tools to support quality assurance on more than \$90M in annual utility costs (including water, fuel, waste/recycling, solar, wind, gas, steam and electricity) across over 40 million square feet of owned real estate, which supports more than 60 District agencies and includes District of Columbia Public Schools, recreation centers, fire and emergency medical facilities, police departments, senior wellness centers, office buildings, short-term family housing and other facilities. In addition, DGS-SE supports data-driven building performance optimization through multiple programs that rely on both utility data and additional data and documents related to portfolio and facilities management.

Data is the backbone of DGS’s utility management programs. DGS relies on quality, accessible data to track and measure utility consumption and spending, identify efficiency opportunities, and enable financial planning and forecasting. The Contractor will be responsible for the management and integration of all existing data sources (**Section C.5.7.1**) as well as the creation, connection to, and management of new databases or data feeds as required by DGS-SE. The Contractor shall be prepared to leverage all data sources in service of completing and improving the efficiency of the work described herein. This will require coordination with other agencies and vendors; the Contractor shall be prepared to interface and collaborate with external partners as needed.

**C.5            REQUIREMENTS**

**C.5.1        UTILITY BILL MANAGEMENT SOFTWARE MANAGEMENT, MAINTENANCE AND DATA INTEGRATION**

DGS relies on a utility bill management software solution to manage, pay, and track utility bills for over 350 buildings. The Contractor shall be able to demonstrate experience

processing bills; generating and customizing utility spending; and use reports, and building dashboards using billing data from DC-area vendors and a comprehensive utility bill management and accounting software. The Contractor will be responsible for providing technical and analytical support to DGS Utility Specialists to process water, natural gas, waste, recycling, and electricity bills for payment and ensuring that data from DGS' Utility Bill Management Software can be accessible by DGS-SE for other purposes such as benchmarking, performance reporting and fixed cost analysis, and forecasting and reporting.

**C.5.1.1** Services required to support the ongoing operation and maintenance of DGS' Utility Bill Management software and workflows include:

- a. **Data Management.** Format and verify accuracy of batch uploads of utility data to DGS' Utility Bill Management Software, import batched data, and enter historical data for smaller utility vendors as needed. Identify utility errors and propose solutions.
- b. **Address, Meter, and Property Verification.** Assist staff in reviewing and validating all new and existing meters, accounts, and buildings to ensure accurate attribution of payments, accurate start/stop dates, etc. Contribute to the development of internal processes for tackling ongoing issues, including start-stop of utility accounts for properties under construction.
- c. **Data Integration.** With an emphasis on process automation, design and implement processes for: electronic data transfer of billing data and interval data from utility vendors, bill payment, and data upload to the Utility Bill Management Software. This will require integration of data from multiple data feeds including Pepco Electronic Data Interchange (EDI) and Pepco Green Button Connect (**see Section C.5.7.1**).
- d. **Report generation and API management.** The Contractor shall consult with client agencies and design and generate customized reports and dashboards. Reports and dashboards shall utilize the Utility Bill Management Software data either directly or via API call. The Contractor shall be responsible for coordinating Utility Bill Management Software API requests.
- e. **Knowledge Transfer.** Continuously update Knowledge Transfer Documents (KTDs) to ensure that all consequential Utility Bill Management Software implementation decisions and changes to workflow processes are documented. Create additional technical and management protocols as necessary.

**C.5.1.2** The Contractor will work in concert with DGS-SE and utility vendors to determine appropriate payment schedules, negotiate contested charges, agree upon billing formats, and address other issues related to the accurate payment and reporting of utility bills as they arise. The Contractor shall have a duty to report in a timely manner on the outcomes of all conversations in which the Contractor acts as an agency representative, and the agency will retain final decision-making authority in all cases.

**C.5.1.3** The Utility Bill Management Software platform enables auditing and verification of all utility bills and charges. The Contractor will provide technical support to Utility Specialists for auditing bills, identifying contested charges, and verifying utility accounts. The Contractor will be responsible for the following specific tasks related to utility data verification and integration:

- a. Support the integration of DGS-SE property data (e.g. addresses, account numbers, meter numbers, etc.), primarily tracked in relation to utility accounts, with other DGS systems of record including platforms such as Archibus and Salesforce to enable data to be seamlessly shared across the agency;
- b. Support Utility Specialists with the ongoing verification of utility billing data.

## **C.5.2 PERFORMANCE TRACKING**

### **C.5.2.1 BENCHMARKING**

Energy benchmarking is defined as tracking a building’s energy and water use and using a standard metric to compare the building’s performance against past performance and to its peers nationwide. The Clean and Affordable Energy Act of 2008 (“CAEA”) requires that buildings over 10,000 gross square feet that are owned or operated by the District of Columbia must be benchmarked annually, and that benchmarks and statements of energy performance shall be made available to the DC Department of Energy and Environment (DOEE). The annual reporting deadline is April 1st of each year for reporting on the previous calendar year. In the District of Columbia, energy benchmarking and reporting is done using U.S. EPA’s ENERGY STAR® Portfolio Manager® tool. Thus, the Contractor shall provide a landscape for DGS to create and post its benchmarking data and other detailed energy data on 15-minute intervals on a District government website and portal.

The proposed Clean Energy DC Omnibus Amendment Act of 2018 (B22-0904) establishes Building Energy Performance Standards (BEPS), which will mandate that public buildings above 10,000 square feet meet a minimum level of performance, to be determined by DOEE and measured by the ENERGY STAR® Portfolio Manager® tool. The standard will be no lower than the District’s median ENERGY STAR score for a specific property type, or comparable metric for buildings that cannot receive a score.

**C.5.2.1.1** The Contractor is responsible for supporting the transfer of utility data into Portfolio Manager to ensure compliance with the law. The Contractor is also expected to regularly update ENERGY STAR® Portfolio Manager® every three (3) months, if utility data has been provided by the utility to DGS so that DGS staff can track performance during the duration of the contract. The utility data shall derive from existing utility data or data sources maintained by DGS or a third party, such as Utility Bill Management Software (**Section C.5.1 Utility Bill Software Management, Maintenance and Data Integration**). Additionally, the contractor is responsible for ensuring that the data entered into Portfolio

Manager is properly shared with/transferred to the Department of Energy and Environment.

**C.5.2.1.2** The Contractor shall also be responsible for updating and ensuring the accuracy of the other required property use/space use data fields, for which data is made available by DGS, in ENERGY STAR® Portfolio Manager ®. These data fields vary among building types, but include among others: square footage, property type, occupancy data and number of employees.

**C.5.2.1.3** The Contractor shall also work with the DGS Utility Specialist(s) to automate, to the greatest extent possible, data uploads to Portfolio Manager® from Utility Bill Management Software or other database(s) as specified by DGS.

**C.5.2.1.4** The Contractor shall provide written quantitative and qualitative analysis regarding DGS's compliance with the Building Energy Performance Standard (BEPS) and progress towards Clean Energy DC targets on an annual basis or as directed by DGS-SE.

**C.5.2.2 DATA AND METHODOLOGY FOR PERFORMANCE REPORTING**

Performance planning underpins how DGS is operated and evaluated. Each quarter, the Contractor will be responsible for supporting the agency in gathering data, ensuring data quality, and reporting on key performance indicators (KPIs), strategic initiatives, workload measures, and any other performance metrics set forth by the agency's performance plan. DGS-SE has established methodologies for consistent measurement and reporting on all metrics; the Contractor shall advise DGS-SE on adopting or revising methodologies as appropriate.

**C.5.2.2.1** This exercise will rely on utility data owned by DGS and managed by the Contractor. The Contractor shall support DGS-SE and DGS-Performance Management's efforts to communicate performance information agency and city-wide. At the end of each fiscal quarter, the Contractor shall complete performance reporting tasks as directed by DGS-SE, including but not limited to the following tasks:

- a. Calculate and report greenhouse gas emissions using data from DGS' Utility Bill Management Software or utility billing files. The Contractor will be responsible for calculating and reporting portfolio-wide greenhouse gas emissions using methodology specified by the Clean Energy DC plan or other methodology as specified by DGS-SE.
- b. Calculate and report changes in utility cost and consumption over time using utility billing data obtained from DGS' Utility Bill Management Software or billing files.
- c. Track and report on the progress of energy management programs with which the Contractor is involved.



- d. Calculate and report renewable energy generation and consumption using data obtained from DGS' Utility Bill Management Software, APIs, and billing files.
- e. Manage the daily maintenance of databases utilized by DGS-SE program staff to ensure data integrity.
- f. Advise DGS-SE on adopting or revising performance management measurement methodologies as appropriate.
- g. Report on annual Sustainable DC Plan progress.

### **C.5.2.3 ENERGY INFORMATION SYSTEM AND OPEN DATA**

DGS tracks and publishes its energy data on a public, online platform. The data published on the platform includes 15-minute electricity data, billing consumption and cost data, benchmarking data, and other relevant building information. Data shall include next-day solar and wind generation data by site, client agency, and aggregate.

The contractor shall be responsible for the operations and accuracy of this system, ensuring benchmarking information, utility and 15-minute interval electricity data from Pepco and other vendors as required by DGS, for all buildings (over 350 municipal buildings) and other relevant data is provided to DGS staff and the public through this platform. DGS will utilize an existing or third-party energy information system.

#### **C.5.2.3.1** The Contractor shall, at the direction of DGS, maintain, update, and continuously share specified data, graphs and content for public consumption online. Specific tasks include:

- a. Ensure the Energy Information Platform is operational and available to the public via online 24/7;
- b. Manage data in coordination with the COTR to ensure that all data feeds (e.g. Utility Bill Management Software, Archibus, Pepco Electronic Data Interchange (EDI) and Pepco Green Button interval data, solar data, wind data platform, etc.) supply accurate data on pre-determined intervals specified by COTR;
- c. Ensure that ENERGY STAR scores and/or energy use intensity (EUI) are accurately calculated and displayed for each building;
- d. Create building dashboards with dynamic or interactive graphs and analytics based on utility data, including interval data and load profiles for every building in the DGS portfolio;
- e. Publish and make downloadable to-the-day building performance reports on the platform to enable simple tracking of building performance over time;

- f. Provide ability for user export of data, including ability to download building-level utility data and agency cost reports;
- g. Implement upgrades to build out site functionality and offering of other related tools on the website as directed by the COTR.

**C.5.2.3.2** Technical specifications and information on desired dashboard tools and widgets are provided in **Section C.5.7.2 Public Energy Information Systems Requirements**.

**C.5.2.4 DATA VERIFICATION**

The Contractor shall work with DGS-SE to ensure data underpinning DGS programs are accurate and support DGS staff with the utilization of the agency’s Energy Management Information Systems.

**C.5.2.4.1** DGS-SE manages solar PV arrays at 57 locations, most of which report hourly on-site generation via solar data API. This information is used to validate solar electricity billing and to create total building electricity usage at solar sites. The District government also purchases about 30% of its electricity directly from a wind farm in southwestern Pennsylvania. The amount generated by this wind firm is reported via a wind platform API and is used to validate wind electricity billing and inform electricity purchasing decisions.

**C.5.2.4.2** The Contractor shall be responsible for the following activities relating to data verification:

- a. Support DGS-SE in analytical and performance management programs using solar and wind APIs;
- b. Determine and report on exact date of electricity generation using raw solar data from the solar API from solar systems; solar generation (kWh) by site and bundle within specified time periods; alerts related to solar system disconnects, zero generation, performance yield, and device fault; and other related alerts and reports as directed;
- c. Ensure that next-day solar data and wind data continuously feed into the platform, providing next-day generation data at site and aggregate levels;
- d. As directed by COTR, install, maintain, and integrate solar modems (to be owned by DGS) to independently track solar generation data at solar arrays;
- e. As directed by COTR, provide advice, update, and/or draft data Quality Assurance and Quality Control (QA/QC) processes for improving the quality of DGS-SE data.

**C.5.3 ENERGY MANAGEMENT PROGRAMS**

**C.5.3.1 EFFICIENCY RETROFIT PROGRAM**

The retrofit and energy conservation related (demand-side) professional services required include daily/monthly support for data-driven retrofit program development. Data-driven retrofits rely on using information from a number of sources, including Building Automation System trending data, utility and interval data, and information on existing building systems. Data flows from these systems are also used to maintain energy savings post-project and monitor and verify savings.

**C.5.3.1.1** The Contractor shall be responsible for the following programs within data-driven energy management:

- a. Provide measurement and verification of retrofit projects using the International Performance Measurement and Verification Protocol (IPMVP) protocol or other protocol, such as standards from the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) or Federal Energy Management Program (FEMP) as specified by DGS-SE.
- b. Provide project monitoring and evaluation reporting of retrofit projects, verifying savings over time;
- c. Provide project management, administration, and Internet of Things (IoT) technical expertise of retrofit programs, including data collection, integration, and quality assurance from multiple sources;
- d. Calculate anticipated and actual return on investment (ROI) per project;
- e. As directed by COTR, draft statements of work and related documents for retrofit projects. In instances where Contractor drafts statements of work or related documents for future projects of the Department, the Contractor acknowledges that it will not be eligible to bid and/or submit a proposal related to these projects. In addition, the Contractor acknowledges that it shall not communicate or share information related to this work with any entity;
- f. Provide list(s) of potential retrofit sites based on greatest ROI, and (as applicable and directed by DGS-SE) thermal comfort and improved air quality, extending equipment life, past knowledge of sites(s), condition of the BAS network, type of mechanical system, size of building, agency needs, and other criteria.

**C.5.3.2** **CONSTANT COMMISSIONING & RETROCOMMISSIONING PROGRAM**

An advanced energy management information system has been integrated with 60+ DGS-maintained facilities and is used by DGS to monitor building efficiency and support the diagnosis of building operational failure. The system is specifically used for, among other things: monitoring building operations; adjusting building operations such as set points and sequence of operations; implementing retrofits, retrocommissioning and constant commissioning; and, providing trend data and other specific data points. The Contractor

shall have demonstrated experience with and knowledge of advanced energy management information systems using BACnet and is expected to utilize, tag, and trend data from the existing platform while creating a strategy for scaling-up the technology and expanding the data-driven constant commissioning and retrocommissioning program to additional DGS facilities.

The Contractor shall be skilled in working with advanced energy management data (e.g. tagging and trending), which DGS uses to provide real-time monitoring, data collection, and historical reporting on the building sensor network. In addition, DGS utilizes this data to maintain integration with 30+ facilities and may expand to additional sites.

**C.5.3.2.1** The retrocommissioning program uses layers of sensors and controls to methodically test and tune building systems. It efficiently diagnoses and corrects issues to maximize occupant comfort and operational efficiency. The Contractor shall have experience using an advanced energy management information system, providing real-time monitoring, data collection, and historical reporting on the building sensor and control network, for retrocommissioning and constant commissioning. The Contractor will have the deep mechanical and IT systems technical expertise to manage DGS' data-driven retrocommissioning projects.

**C.5.3.2.2** The Contractor shall be responsible for the completion of tasks related to the management and growth of the data driven, web-driven retrocommissioning program, including, but not limited to the following:

- a. Create a strategy for connecting the data-driven, web-based technology to additional sites beyond the current sites;
- b. Support day-to-day operations of the retrocommissioning and constant commissioning programs;
- c. Draft retrocommissioning and constant commissioning statements of work, deliverables, labor categories, and evaluation criteria for new solicitations. In instances where Contractor drafts statements of work or related documents for future projects of the Department, the Contractor acknowledges that it will not be eligible to bid and/or submit a proposal related to these projects. In addition, the Contractor acknowledges that it shall not communicate or share information related to this work with any entity;
- d. Provide list of the most cost-effective sites for retrocommissioning and constant commissioning based on detailed performance data and evaluation criteria;
- e. Update DGS procedural documents, as requested, to include web-based, data-driven commissioning, retrocommissioning, and constant commissioning requirements;
- f. Provide and/or create building dashboards using the energy management and infrastructure system's data that present trending data for building operations staff;

- g. Provide yearly implementation plans for the web-based, data-driven retrocommissioning program;
- h. Deliver transition plan for a web based, data-driven retrocommissioning/constant commissioning administration by DGS and network hosting by District Government.
- i. Provide technical input, evaluation, and advice to ensure that Energy Savings Performance Contracts (ESPC) and related work are consistent with DGS-SE energy management programs.

### **C.5.3.3 TRAINING AND ENGAGEMENT**

The Contractor shall advise and support DGS staff on the development and implementation of training initiatives relating to the following: a public dashboard; smart building technology, including but not limited to, energy information systems and HVAC controls systems; building re-tuning training curriculum; and strategies to reduce energy consumption at DGS. As part of the building re-tuning training, the contractor shall generate building energy trend graph dashboards for Boiler Plant Operators and other staff.

### **C.5.3.4 DEMAND RESPONSE**

Demand response provides an opportunity for electricity consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods. DGS participates in a voluntary demand response program that compensates end-use customers for reducing their electricity load when requested by PJM during periods of high power prices or when the reliability of the grid is threatened. DGS receives payments from PJM Curtailment Services Providers. DGS enables demand response through an advanced energy management information system that is connected to building automation systems (BAS). The Contractor will develop, implement, and support the District's demand response programs through an advanced energy management information system to monitor, analyze, and shed buildings' peak load. The Contractor shall have the background and understanding of advanced energy management information systems necessary to monitor curtailment events on the advanced energy management information system.

#### **C.5.3.4.1** The Contractor shall be responsible for the completion of all tasks related to demand response, including but not limited to the following tasks:

- a. Calculate savings for responding to demand response events as requested;
- b. Serve as the primary point of contact for communication with curtailment event stakeholders, including building occupants, building leadership, building operators, DGS Facilities Management, and DGS leadership;

- c. Draft communication to site leadership, site occupants, building operators, and DGS Facilities Management leadership in advance of each demand response event;
- d. Analyze DGS portfolio energy use, site Peak Load Contribution (PLCs), energy information management information system connectivity, and other criteria as directed to determine optimal sites for participation in the Demand Response Program;
- e. Draft a scope of work, deliverables, and evaluation criteria to procure a Curtailment Service Provider;
- f. Liaise and troubleshoot with the Curtailment Service Provider about ongoing operations of the Demand Response Program;
- g. Monitor curtailment events on the energy management information system and report on these events;

#### **C.5.4 FIXED COST BUDGETING, FORECASTING, AND REPORTING**

The DGS Sustainability and Energy Division manages the agency’s utility portfolio, including the procurement and management of water, fuel, waste, natural gas, and electricity. This portfolio includes thousands of utility accounts and costs the city around \$90 million annually. The total costs vary annually based on a number of complex factors, including commodity prices and weather. To manage costs and uncertainties, the agency relies on comprehensive utility budgeting, forecasting, and reporting.

##### **C.5.4.1**

The Contractor shall assist staff to provide utility-related (supply-side) professional services, including daily/monthly support for fixed cost data acquisition, validation, integration, budgeting, and reporting using market information, DGS utility data, and other information to be provided by DGS (such as service level agreements, construction schedules, etc.). Specific services the contractor shall provide include:

- a. **Budgeting and Reforecast Development.** Assist staff in developing fixed cost budget for upcoming fiscal year(s) and reforecasting fixed costs quarterly at the building, client agency, and portfolio levels. Budget and reforecast shall be developed according to each utility type. Use Utility Bill Management Software, U.S. Energy Information Administration, water fee, solar, wind, and other data sources. Create reports, including narratives, data, and charts as directed.
- b. **Budgeting and Reforecast Methodology.** Assists staff in developing, implementing and documenting internal process for generating upcoming fixed cost fiscal year(s) budgets and reforecasting fixed costs quarterly at the building, client agency, and portfolio levels. This methodology shall be developed in conjunction with DGS staff and articulated into a formal process that shall be shared/ documented and approved by the COTR. Make recommendations for improvements in or modifications to utility demand forecasting methods, models, and data availability. Provide analysis on the

benefits of potential interagency collaboration on modeling, analysis, and data sharing related to forecasting.

- c. **Communication Materials.** Assist staff in drafting communication materials on fixed cost budgeting, forecasting, and reporting, including materials for non-technical staff, such as budget officers and other agencies' staff.
- d. **Energy Procurement Analysis.** Assist staff in providing analysis on energy procurement solutions and participate in the energy procurement process at the direction of the COTR. At the discretion the COTR, the contractor may work with energy procurement advisors to evaluate utility procurement options.
- e. **Integrate into DGS Budget Process.** Assist staff in providing instruction and plan for integrating fixed costs data feeds into DGS standard budget documents.
- f. As directed, assist staff in drafting a SOW, deliverables, and evaluation criteria for an energy procurement advisor, and an electricity supplier in the PJM market.
- g. Assist staff in maintaining and updating shared files, resources and program documents to ensure all DGS-SE program staff has access to latest versions of all budgeting, forecasting, and reporting materials.

#### **C.5.5 MINIMUM QUALIFICATIONS AND DESCRIPTIONS BY LABOR CATEGORY**

The Contractor shall ensure that its personnel and staff performing work under this contract meet the following minimum qualifications:

##### **C.5.5.1 Senior Subject Matter Expert**

**C.5.5.1.1 Qualifications:** Must possess at least ten (10) years of experience, five (5) of which must be directly related to energy and utility management.

**C.5.5.1.2 Description:** Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity including on energy supply, energy contracts, or energy supply building automation data, commissioning, and performance contracts. Coordinates resolution on highly complex problems and tasks; possesses ability to meet and operate under strict deadlines.

##### **C.5.5.2 Subject Matter Expert**

**C.5.5.2.1 Qualifications:** Must possess at least five (5) years of experience, three (3) of which must be directly related to energy and utility management.

**C.5.5.2.2 Description:** Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity including on energy supply, energy contracts, or energy supply

building automation data, commissioning, and performance contracts. Coordinates resolution on highly complex problems and tasks; possesses ability to meet and operate under strict deadlines.

### **C.5.5.3 Principal**

**C.5.5.3.1 Qualifications:** Must have a minimum of ten (10) years of experience related to energy and utility management.

**C.5.5.3.2 Description:** Serves as primary point of contact between DGS and firm. Provides executive-level management and technical direction for all contract-related work. Develops work breakdown structures, prepares charts, tables, graphs, and diagrams to assist in analyzing problems. Provides daily supervision and direction to staff. Defines and directs technical specifications and tasks to be performed by team members, defines target dates of tasks and subtasks. Provides guidance and assistance in coordinating output and ensuring the technical adequacy of the end product.

### **C.5.5.4 Technical Expert**

**C.5.5.4.1 Qualifications:** Must possess an appropriate combination of a Bachelor's Degree, relevant professional certifications (i.e. Certified Energy Manager), and ten (10) years of relevant experience.

**C.5.5.4.2 Description:** Provides guidance and direction to other team members in a consulting and/or advisory capacity including on building automation systems, integrated building controls, energy management information systems, IoT for commercial buildings, and energy management.

### **C.5.5.5 Senior Program Manager**

**C.5.5.5.1 Qualifications:** Must have a minimum of eight (8) years of experience related to energy programs and utility management.

**C.5.5.5.2 Description:** Under broad supervision, execute comprehensive project management and deliver professional, high-quality products and services. Provide direction and executive consultation for multiple projects to support DGS-SE managerial, organizational, and business-improvement efforts. Provide technical expertise and managerial services that may include, but are not limited to: facilities operations and maintenance, energy management policy and operations, energy procurement, cost and economic analysis, strategic and organizational analysis, technical development, and systems improvement. Ensure that products and deliverables meet client requirements and deadlines.



#### C.5.5.6 Senior Technical Manager

**C.5.5.6.1** **Qualifications:** Must possess a minimum of ten (10) years of experience.

**C.5.5.6.2** **Description:** Possesses substantial subject matter knowledge and expertise and experience providing technical assistance in an environment of complex multi-year and multi-objective projects. Has a proven track record of services and delivery of IT project management, including of utility bill management platform(s) and building utility performance platform(s). Must have demonstrated knowledge and experience using, Pepco EDI, Pepco Green Button Connect, and ENERGY STAR Portfolio Manager.

#### C.5.5.7 Program Manager

**C.5.5.7.1** **Qualifications:** Requires appropriate combination of advanced degree in an appropriate discipline or five (5) years of experience and a Bachelor's degree.

**C.5.5.7.2** **Description:** Manager or senior discipline specialist for projects. Responsibilities include managing projects to ensure quality, budget and schedule objectives are met to the customer's satisfaction. Plans, conducts, and supervises routine projects requiring advanced knowledge.

#### C.5.5.8 Data Analyst

**C.5.5.8.1** **Qualifications:** Must possess a Bachelor's degree and a minimum of five (5) years of experience directly related to data management, quality assurance, and energy and utility management.

**C.5.5.8.2** **Description:** Prepares and conducts utility bill analysis and studies, QA/QC, needs assessments, requirements analysis/definition and costs benefit analysis to align data systems solutions and initiatives. Prepares forecast and analyzes trends, reporting regulations, and agency conditions. Develops and analyzes metrics, performance measurements, requirements, reports and recommendations related to management, organizational structure, policy/procedures and agency systems. Identifies potential utility bill risks. Manages a wide variety of data including utility consumption, costs, cost errors, and forecasts. Prepares reports including tables and charts on research results. Has demonstrated experience and knowledge of utility bill management platforms, Electronic Data Interchange (EDI), complex utility bill datasets and live data feeds.

#### C.5.5.9 Mechanical Engineer

**C.5.5.9.1** **Qualifications:** Requires appropriate combination of Bachelor's degree in engineering or a related discipline, work performance, or five (5) years of experience.

**C.5.5.9.2** **Description:** Under general supervision of senior technical staff or task manager, provides technical input to energy project programs and tasks and manages some small projects and

project tasks. Directs more junior staff, reviews progress and evaluates results. Operates with some latitude for independent action and provides subject matter expertise to tasks. Responsibilities include program management, task coordination, data gathering, analysis, modeling, research, and deliverable preparation.

#### **C.5.5.10 Associate**

**C.5.5.10.1 Qualifications:** Must possess a Bachelor’s degree and a minimum of two (2) years of experience.

**C.5.5.10.2 Description:** Under supervision of program manager and senior level staff, provides research, analysis, and other technical and analytical project support to enable completion of high-quality deliverables. Tracks project progress against deadlines, supports creation of monthly progress reports, and develops graphics and other content for presentations and reports.

#### **C.5.5.11 Communication Specialist**

**C.5.5.11.1 Qualifications:** Must possess a Bachelor’s degree and a minimum of 3 years of experience.

**C.5.5.11.2 Description:** Responsible for creation of communications content related to all projects for diverse audiences of both technical and non-technical backgrounds. Drafts reports and other public-facing communications materials and creates presentations.

### **C.5.6 AGREEMENT MANAGEMENT**

This section establishes the lines of communication and procedures for the implementation of this agreement.

#### **C.5.6.1 COMMUNICATION AND COLLABORATION**

Upon contract award, the Contractor and DGS shall meet to agree upon standard work hours for all members of the Contractor’s team and to finalize a schedule of deliverables.

The Contractor shall, at a minimum, complete the following tasks related to communication and collaboration with the DGS team:

- a. **Weekly all-hands meeting.** Unless specified otherwise by the COTR, all members of the team working under this Contract shall attend a weekly meeting, which may be by phone, online conference, or in-person.
- b. **In-person availability.** The Contractor shall work on-site at the DGS-SE office during some or all of their standard work hours, as directed by the COTR or required by the work performed under this contract. The Contractor shall attend in-person meetings at

other sites as necessary, which may include District of Columbia public schools (DCPS).

- c. **Data and document sharing.** All documents and datasets created or collected in furtherance of this contract shall be saved in a common, cloud location specified by the COTR, such as SharePoint. All documents and datasets shall be accessible by DGS-SE staff at all times.
- d. **Knowledge sharing.** As often as once per month, as requested by DGS-SE, the Contractor shall host educational events such as brown-bag lunches with supplemental materials to DGS staff and other stakeholders on their work performed under this contract.

**C.5.6.2 PROGRESS REPORTS**

**C.5.6.2.1** The Contractor shall submit reports on their progress towards the completion of tasks specified in the scope of work with each monthly invoice, which shall be uploaded by the 10th business day of each month to the cloud location and emailed to the COTR as described in **Section G.9.2**.

**C.5.6.2.2** The Contractor shall maintain detailed records of time and labor spent on task orders, providing monthly progress reports of such information as described in **Section G.10 Ordering Clause**.

**C.5.6.3 TRANSITION PLAN**

Within six (6) months of the contract award, the Contractor shall prepare a transition plan that outlines how the contractor will transition all ongoing projects and responsibilities to DGS-SE and/or other contractor at the conclusion of this contract. The transition plan should be written and must be reviewed and approved by DGS-SE. Once the transition plan has been written, the Contractor shall work with DGS-SE to update the schedule of deliverables for the transition plan. The Contractor and DGS-SE shall meet at least twice per year to update the transition plan and deliverables.

**C.5.7 DATA RESOURCES & REQUIREMENTS**

**C.5.7.1 DATA SOURCES & SYSTEMS**

The data and services that DGS-SE relies on, and which will be drawn upon in the proposed services, include the following:

**C.5.7.1.1** PEPCO ELECTRONIC DATA INTERCHANGE (EDI): The District government relies on daily XML transmissions via FTP from Pepco, which are parsed, processed, and uploaded into DGS-SE's Utility Bill Management Software utility bill management

platform. The Contractor should have worked closely with PEPSCO to digest and manage this data feed.

- C.5.7.1.2** PEPSCO GREEN BUTTON INTERVAL DATA: Pepco provides interval electricity meter data via API in the Green Button format, which can be used to track building electricity usage and validate utility billing information. CONTRACTOR should have worked closely with the Green Button format and interval data to digest and manage this data feed.
- C.5.7.1.3** PEPSCO KYZ PULSE DATA ACQUISITION: Pepco's smart meter infrastructure is not comprehensive, so additional hardware and separate data acquisition may be required to access solar interval data for those meters. CONTRACTOR should have worked closely with Pepco to digest and manage this data feed.
- C.5.7.1.4** UTILITY BILL MANAGEMENT PLATFORM: This is the unified bill management platform that DGS-SE uses to manage utility billing. CONTRACTOR shall have experience implementing Utility Bill Management Software and in extracting relevant data from the Utility Bill Management Software API.
- C.5.7.1.5** PJM MARKET SETTLEMENTS REPORTING SYSTEM (MSRS): DGS relies on a PJM sub-account for administration of their electricity supply, and essential data regarding this sub account is available through the PJM market Settlements Reporting System. CONTRACTOR should have experience with the MSRS system and in compiling and analyzing this obscure and complex data set.
- C.5.7.1.6** SOLAR DATA API: DGS-SE manages solar arrays at 57 locations, most of which report hourly on-site generation via an API. This information is used to validate solar electricity billing and to create total building electricity usage at solar sites. CONTRACTOR should have experience working with the APIs and successfully used data feeds to support analytical and performance management programs.
- C.5.7.1.7** WIND DATA API: The District government purchases about 30% of its electricity directly from a wind farm in southwestern Pennsylvania. The amount generated by this wind firm is reported via the Avangrid API and is used to validate wind electricity billing and inform electricity purchasing decisions.
- C.5.7.1.8** BUILDING AND ENERGY MANAGEMENT SOFTWARE: A web-based system has been integrated with 60+ DGS-maintained facilities and is used by DGS-SE to monitor building efficiency and support the diagnosis of building operational failure as requested by DGS-FM. CONTRACTOR should have experience working with web-based tools and data.
- C.5.7.1.9** ENERGY MANAGEMENT AND INFRASTRUCTURE SYSTEM: The previous platform, VOLTTRON, was integrated with 30+ DGS-maintained facilities and provided real-time monitoring and historical reporting on building sensor network data, which is

critical to building retrocommissioning and monitoring of building operations. The CONTRACTOR should have experience working with energy management data.

## **C.5.7.2 PUBLIC ENERGY INFORMATION SYSTEM REQUIREMENTS**

DGS will utilize an energy information system to track and monitor its energy use.

**C.5.7.2.1** The system shall include the following metrics at a minimum: 15-minute interval data and graphs presented at defined time intervals (i.e., one-day, 10-day, 30-day, one-year), billing data, energy costs, ENERGY STAR Portfolio Manager scores and data, and other defined metrics. Specifically, the system shall track and display the areas specified below.

**C.5.7.2.1.1 Interval data:** The technology will track and provide views of the following meter points on a sub-hourly (e.g., 15- minute) basis.

- a. Whole-building level: Electricity
- b. Renewable energy sources: Solar PV and Wind associated with DGS Power Purchase Agreements (PPAs).
- c. Billing data: The technology shall provide monthly meter/data points for the following: Natural gas, water, electricity, solar, wind, waste and recycling

### **C.5.7.2.1.2 Energy data inputs**

- a. The technology will collect interval data directly from remotely readable meters (Electricity, gas, water, steam, etc.) using industry standard communication protocols (e.g. BACnet, Modbus, LonTalk).
- b. The technology will have the capability to consolidate meter readings, to create virtual meter points. In other words, it can add and subtract the readings from multiple meters at the same interval, to produce a calculated time series of energy use.

**C.5.7.2.1.3 Data storage and downloading:** The technology will be able to upload and store a minimum history of two years of utility data from standard spreadsheet or text file formats. The technology will have the capacity to store at least two years of data, trended at intervals up to 15 minutes for analysis, reporting, and visualization.

**C.5.7.2.1.4 Data quality checking:** The technology, or Contractor, will provide data validation to detect quality issues such as gaps, spikes, and flat-lines, and will provide an option or service to automatically fill and/or correct data. The technology will provide customizable notification schemes [specify, e.g., work order generation, e-mail, phone, text message, etc., to individual and/or group recipients] for data quality alerting.

**C.5.7.2.1.5 Energy costs tracking:** The technology will calculate and provide visualizations of near real-time (and historic) energy costs using metrics provided by DGS-SE.

**C.5.7.2.1.6 Energy unit conversion:** The technology will have the ability to normalize the data according to factors that are known to affect energy consumption, such as floor area, number of occupants, heating degree days, and cooling degree days. The technology will have the capability to convert, display, and report energy use in equivalent environmental metrics such as [specify units, e.g., CO2 equivalent, miles driven in a car, hours of laptop use, etc., and define any desired conversion standards].

**C.5.7.2.2 Energy Performance Analysis.** This system must include the following:

**C.5.7.2.2.1** Load profiles (daily, monthly, and yearly), including:

- a. 24-hour, 10-day, 1-month, 1-year time interval of 15-minute interval data. Load profiles displaying interval data should be updated daily.
- b. Function to compare defined load profile compared to baseline or defined time period.
- c. Options to select the time period and data points that are plotted to determine specific time and quantity of energy consumed at a given point.

**C.5.7.2.2.2 ENERGY STAR Benchmarking:** The site should display the ENERGY STAR score for each building, or the EUI for facility types without Energy Star scores.

In addition, the system should have the following tools:

- a. **Baseline Energy Consumption Modeling:** The technology will characterize and predict the typical or expected energy usage based on key drivers such as weather (degree days/outside air temperature), occupancy, time of day/week, and other variables. The baseline will be used for energy savings calculations, near-future load predictions, energy use comparisons, and energy anomaly detection.
- b. Energy anomaly detection, fault detection, and alarming.

**C.5.7.2.3 Utility budgeting**

The software should provide information to help agencies and buildings manage a fixed energy budget. The information may be calculated using this technology or via another database such as the Utility Bill Management Software or another bill management system defined by DGS.

The following are desired:

- a. The technology will provide the capability to forecast future energy use and utility costs for a building and/or entire portfolio using historical consumption changes in occupancy, operating hours, and
- b. The technology will chart and report energy costs against budget, indicating surplus/deficit.
- c. The technology will include specific utility tariffs for energy cost and demand calculations.

#### **C.5.7.2.4 Greenhouse gas tracking**

The system should generate GHG tracking analysis considering the agency's renewable energy portfolio. The technology should provide GHG emissions year-to-date and previous year for each building, agency and the aggregate portfolio.

#### **C.5.7.2.5 Energy efficiency project management/Measurement & Verification (M&V)**

The following potential capabilities are needed to streamline the energy efficiency project process and evaluate project savings:

- a. The technology will provide the capability to log and track the status of energy efficiency projects (e.g., start, ongoing, finish), and descriptions of measures and expected savings.
- b. The technology will provide measurement and verification capabilities
- c. The technology will provide the ability to express savings as a total, for a given pre- and post-period, or as a running, cumulative aggregated total.

#### **C.5.7.2.6 Reporting and data export**

To support the critical role of reporting and sharing the building energy information, the following potential capabilities are sought:

- a. The technology will provide year-over-year, month-over month, week-over-week or day-by-day energy, cost, or equipment health and performance reports. Reports will be generated for single or multiple sites in a format specified by, or acceptable to DGS.
- b. The technology will provide users the ability to create and save custom reports.
- c. The technology will export reports to the following file formats that may include: pdf, .csv, etc.
- d. The technology will allow users to export data (all, or selected points or totalizations) to the following formats determined by DGS. The reports will be generated automatically and shared with the pre-determined relevant parties or individuals.

## SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by Article No. 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016 (**Attachment J.1**).



## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by Article No. 5, Inspection of Supplies, and Article No. 6, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 (**Attachment J.1**).

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

**F.1.1 Base Term:** The base term of the contract shall be for a period from date of execution by the Contracting Officer, as specified on the cover page of this contract, through the date of September 30, 3019.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The Department may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the Department exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period(s) shall be as specified in the **Section B** of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department's requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in **Section G.9.2** in accordance with the following:

Section No.	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.5.6.3	Transition Plan	1	Word document	Within six (6) months of contract award

C.5.6	Progress Reports on Communication and Collaboration, Invoicing, and Task Orders	1	Word document with Invoice Submittal	Monthly
C.5.2.1	Automated Data Upload in to Portfolio Manager through Database	1	Data uploaded to ENERGY STAR Portfolio Manager	Every three (3) months
C.5.2.1	Update ENERGY STAR Portfolio Manager	1	Data uploaded to ENERGY STAR Portfolio Manager	Every three (3) months
C.5.2.1	Detailed Benchmarking Process Document	1	Word Document	Annual
C.5.2.1	BEPS Analysis Report	1	Word Document	Annual
C.5.2.2	Report on Methodology and Standards	1	Word Document and/or PowerPoint Presentation	At COTR direction
C.5.2.2	Strategic Initiatives Performance Report including Progress of Sustainable DC Initiatives	1	Word Document and/or PowerPoint Presentation	One week before end of each quarter
C.5.2.2	Annual Performance Report	1	Word Document and/or PowerPoint Presentation	Annual
C.5.2.2	Data and Methodology SOP/Process Document	1	Word Document and/or Excel Spreadsheet	At COTR direction
C.5.2.4	Perform Quality Assurance/ Quality Control (QA/QC) on data uploads for building performance and utility data	1	Word/Excel file with QA/QC findings	Monthly

C.5.2.4	Draft QA/QC Process Management/ SOP Document	1	Word Document and/or Excel Spreadsheet	At COTR direction
C.5.3.3	Support Materials and Presentations on products and services provided by DGS-SE	1	Word Document and/or PowerPoint Presentation	At COTR direction
C.5.3.1	List of potential sites with actual and anticipated returns on investment	1	Word Document and/or Excel Spreadsheet	At COTR direction
C.5.3.1	Draft SOW, IGE, deliverables, and evaluation criteria procurement documents for retrofit projects	1	Word Document	At COTR direction
C.5.3.2	Strategy document for management and maintenance of EMIS	1	Word Document	At COTR direction
C.5.3.2	List of potential cost-effective CCx and RCx sites	1	Word Document and/or Excel Spreadsheet	At COTR direction
C.5.3.2	Transition Plan for RCx and CCx administration	1	Word Document	At COTR direction
C.5.3.2	RCx and/or CCx Procedural/SOP document	1	Word Document	At COTR direction
C.5.3.2	Implementation Plan for RCx/CCx programs	1	Word Document	At COTR direction
C.5.3.2	Draft SOW, deliverables, and evaluation criteria for ESPC/M&V advisor	1	Word Document	At COTR direction
C.5.3.2	RCx and/or CCx Statement of Work, Deliverables, IGE, and Evaluation Criteria for new solicitations	1	Word Document	At COTR direction

C.5.3.4	Draft Communications Plan	1	Word Document	At COTR direction
C.5.3.4	Draft SOW, deliverables, and evaluation criteria for Curtailment Service Provider	1	Word Document	At COTR direction
C.5.3.4	Peak load monitoring and analysis with savings calculations of participating and potential optimal Demand Response sites	1	Word Document and/or Excel spreadsheet	On-going/Written at COTR direction
C.5.1	Work breakdown of continuous and on-going tasks	1	Word Document	Within 3 weeks of Contract Award
C.5.1	Meter, Account, and Building Verification	1	Excel spreadsheet and/or updated database	On-going
C.5.1	SOP for building turnover (start/stop) and payment processes	1	Word Document	At COTR Direction
C.5.1	Utility Cost and Consumption Report	1	Word Document, Excel Spreadsheet and/or PDF document	Monthly
C.5.1	Knowledge Transfer Documents (KTDs) and Workflow SOPs	1	Word Document and PowerPoint Presentation	At COTR Direction
C.5.1	Provide input for, or draft, billing agreements	1	Word Document	At COTR direction
C.5.1	Technical and Management Protocols	1	Word Document	With Project Plan

C.5.4	Fixed Cost & Forecasting Budget Report	1	Word Document and/or Excel Spreadsheet	Quarterly and annually
C.5.4	Energy Procurement Advisor Scope of Work, Deliverables, IGE, and Evaluation Criteria	1	Word Document and/or Excel Spreadsheet	At COTR direction
C.5.4	PJM Market Electricity Supplier Scope of Work, Deliverables, IGE, and Evaluation Criteria	1	Word Document and/or Excel Spreadsheet	At COTR direction

**F.3.1**

The Contractor shall submit to the District, as a deliverable, the report described in section **H.5.5** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section **G.3.2**.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in **Section G.4**.

**G.2.2.1** The Contractor shall invoice for hours of work performed by each team member in relation to specific sections of executed task order(s). The Contractor shall submit reports on their progress towards the completion of tasks specified in the scope of work with each monthly invoice, which shall be uploaded by the 10th business day of each month to the cloud location and emailed to the COTR as described in Section G.9.2.

**G.2.2.1.1** Necessary supporting documentation for all invoices includes a detailed itemization of all hours devoted to the scope of work on each executed task order, providing: 1) dates for specific activities; 2) a detailed narrative description of all tasks performed, meetings attended and services provided; 3) employee names; 4) labor rates applied according to the terms of the contract and 5) total aggregate costs.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance

with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

**G.4.1 LUMP SUM PAYMENT**

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

**G.6 THE QUICK PAYMENT ACT**

**G.6.1 Interest Penalties to Contractors**

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

**G.6.1.1.1** The date on which payment is due under the terms of this contract;



- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
  - G.6.1.2.1** 3rd day after the required payment date for meat or a meat product;
  - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
  - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
  - G.6.2.1** The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
    - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
    - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
  - G.6.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
    - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
    - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or

- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**G.7 CONTRACTING OFFICER (CO)**

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

**George G. Lewis, CPPO**  
 Contracts & Procurement Associate Director | Chief Contracting Officer  
 Department of General Services  
 2000 14th Street, NW | 8th Floor | Washington, DC 20009  
 Tel: 202.478.5727 | Email: [George.Lewis@dc.gov](mailto:George.Lewis@dc.gov)

**Franklin Austin, CPPB, CPM**  
 Chief Contracting Officer | Contracts & Procurement Division  
 Department of General Services  
 1250 U Street NW | 3rd Floor | Washington, DC 20009  
 Tel: 202.727.7128 | Email: [Franklin.Austin5@dc.gov](mailto:Franklin.Austin5@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

**Meggan Davis** | Program Support Specialist  
Department of General Services  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor | Washington, DC 20009  
Cell: 202-441-8958 | Email: [meggan.davis@dc.gov](mailto:meggan.davis@dc.gov)

**G.9.3** The COTR shall **NOT** have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.1.1** In no instance shall a Contractor be entitled to compensation for work that was performed without an executed task order and Purchase Order Number.

**G.10.1.2** The Contractor shall maintain detailed records of time and labor spent on task orders, providing monthly progress reports of such information.

**G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.11 HOURLY RATE CEILING**

**G.11.1** The ceilings for specified hourly rate items are set forth in **Section B.3**.

**G.11.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in **Section B.3**.

**G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

**G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

**G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

- G.11.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Section B.3**, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in **Section B.3**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any hourly rate ceiling specified in **Section B.3** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Section B.3** unless the change order specifically increases the hourly rate ceilings.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision No. 12, date of last revision: 12/26/2018**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

- (a) 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;

- (b) 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:
  - 1) Pay;
  - 2) Accumulated seniority and retirement;
  - 3) Benefits; and
  - 4) Other applicable service credits;
- (c) 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;
- (d) 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;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) 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.

**H.3.3** 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.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

## **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** 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:
  - 1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - 2) 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.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.



- H.5.5** The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 14 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016, Disputes.**
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 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.

**H.7 AUDITS AND RECORDS**

**H.7.1** 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.

**H.7.2 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, or parts of them, engaged in performing the contract.

**H.7.3 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 proposal 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.

#### **H.7.4 Comptroller General**

**H.7.4.1** 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.

**H.7.4.2** This paragraph 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.

**H.7.5 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.

**H.7.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, 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.

**H.7.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.7.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are 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 H.7.5 of this clause.

## **H.8 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid 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, 35% 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.

**H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a bid 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 contract is \$1 million or less.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** 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) (“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.

**H.10.2** 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.

**H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** 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.

**H.10.5** 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.

**H.10.6** 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.

## **H.11 DISTRICT RESPONSIBILITIES**

### **H.11.1 District Furnished Property**

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

### **H.11.2 Computer Equipment**

The Contractor is required to provide all equipment needed to operate and provide the required services.

### **H.11.3 Office, Workshop, Storage Space, and Machine Rooms**

The District will provide the Contractor with limited office space. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

### **H.11.4 Furniture and Furnishings**

The District may have the option to furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same

condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

## **H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** At all times and during performance under this contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

**H.12.2** **Late Performance:** In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the Contracting Officer and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department.

**H.12.3** The Contractor shall be responsible for providing Energy and Utility Management Support and Analysis services in accordance with the requirements of this contract.

**H.12.4** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

**H.12.5** The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

**H.12.6** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.12.7** The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

## **H.12.8 BOND REQUIREMENTS**

**H.12.8.1** *RESERVED*

**H.12.8.2** **PAYMENT AND PERFORMANCE BOND**

- H.12.8.2.1** Prior to issuing a Task Order Award, the awarded Contractor will be required to post a Payment and Performance Bond (**Attachment J.12**) having a penal value equal to the full task order price at the time the task order is executed.
- H.12.8.2.2** All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 (“SCP”) are incorporated as part of the contract.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on



the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

**C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

**F. Indemnification and Limitation of Liability**

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor 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 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 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. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
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; \$2,000,000 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) \$5,000,000 per occurrence and \$5,000,000 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 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

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).

- 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.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.10 ORDER OF PRECEDENCE**

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

### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended

- (6) Offeror's BAFO (in order of most recent to earliest)
- (7) Offeror's proposal

## **I.11 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 Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes (**Attachment J.1**).

## **I.12 CHANGES**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
  - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;



- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

## **I.13 NON-DISCRIMINATION CLAUSE**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs I.13(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph I.13(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs I.13(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## **I.14 COST AND 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 proposal 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.

## **I.15 CONTINUITY OF SERVICES**

**I.15.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.15.1.1** Furnish phase-out, phase-in (transition) training; and

**I.15.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.15.2** The Contractor shall, upon the CO's written notice:

**I.15.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.15.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.15.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- I.15.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.15.5** Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
<b>J.2</b>	U.S. DOL Wage Determination No. 2015-4281 Revision 12, dated 12/26/2018
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement (Non-Construction) – Feb 15-2018
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Subcontracting Plan (if required by law)
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more)
<b>J.10</b>	Bidder-Offeror Certification Form – April 2018
<b>J.11</b>	Price Schedule (Price Proposal)
<b>J.12</b>	Payment and Performance Bond
<b>J.13</b>	Past Performance Evaluation Form <i>(*to be completed and submitted by offeror's client directly to Contract Specialist)</i>

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

### **K.1 BIDDER/OFFEROR CERTIFICATION FORM**

Available on **Attachment J.10** of this solicitation.

### **K.2 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 CONTRACT AWARD

#### L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsive and responsible offeror whose offer conforming to the solicitation will be most advantageous to the District in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the 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.

### L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 One (1) original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." Each Proposal must incorporate a Table of Contents, and each page of the proposal must be numbered consecutively. Proposals shall be typewritten in 12 point font size on 8.5" by 11" recycled content bond paper; and submitted in a three (3)-ring binder with each section (i.e., *Relevant Past Performance*; *Technical Experience*; and *Project Team Qualifications and Resumes*; and *Management Plan*) separated by tabs. The proposal (excluding resumes and/or any exhibits) should be no more than fifty (50) pages in its entirety. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Each proposal shall be submitted in a sealed envelope/package conspicuously marked: "**Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0004, "Energy & Utility Management Support and Analysis."**"

L.2.2 Offerors shall submit one (1) USB Flash Drive to include the Price Proposal and the Technical proposal. All attachments shall be submitted as a .pdf file, with exception of **Attachment J.11** which shall be submitted in **both** .pdf file and in the excel workbook. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal.

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

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in **Section M** of this solicitation, **Evaluation Factors**. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.6** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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

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

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be submitted no later than **10:00 a.m. EST on Monday, April 22, 2019**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:



- a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c) The proposal is the only proposal received.

**L.4.1.2** Telephonic, telegraphic, and facsimile proposals will *not* be accepted or considered for award.

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.4.4 Late Modifications**

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

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on the Cover Page of this solicitation. The prospective Offeror shall submit questions no later than **April 2, 2019**. The District may not consider any questions received less than **20** days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors via addendum to the RFP. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** 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)."'**

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

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.10            RETENTION OF PROPOSALS**

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

**L.11            PROPOSAL COSTS**

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

**L.12            CERTIFICATES OF INSURANCE**

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

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  
RE: DCAM-19-NC-RFP-0004

**L.13            ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14            BEST AND FINAL OFFERS**

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

**L.15            LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.16 FAMILIARIZATION WITH CONDITIONS**

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.

**L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

**L.19 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **11:00 a.m. EST on Thursday, March 28, 2019** at the **Reeves Municipal Center, located at 2000 14<sup>th</sup> Street NW | 6<sup>th</sup> Floor DPW Conference Room | Washington, DC 20009**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via addendum to the RFP and will be posted on the DGS website: [www.dgs.dc.gov](http://www.dgs.dc.gov). An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.20 KEY PERSONNEL**

**L.20.1** The District considers the following positions to be key personnel for this contract:

1. Senior Subject Matter Expert
2. Subject Matter Expert
3. Principal
4. Technical Expert
5. Senior Program Manager
6. Senior Technical Manager
7. Program Manager
8. Data Analyst
9. Mechanical Engineer
10. Associate
11. Communications Specialist

**L.20.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## SECTION M: EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

#### M.2.1 The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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.

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value

range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 TECHNICAL CRITERIA (80 Points Maximum)**

These factors consider the Offeror’s experience of past performance and key personnel, and technology features and implementation plan used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

<b>Technical Evaluation Factors</b>	<b>Points</b>
Factor A: Relevant Past Performance	10
Factor B: Technical Experience	40
Factor C: Project Team Qualifications and Resumes	10
Factor D: Management Plan	20
Total	80

**M.3.1.1 Past Performance (10points)**

**M.3.1.1a Past Performance:** This evaluation factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror’s performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered. The Offeror shall submit Past Performance Evaluation Forms (**Attachment J.13**) provided by the offeror’s past client



who are capable of documenting the Offeror's ability to provide services specified in this RFP. A minimum of two (2) Past Performance Evaluation Forms shall be submitted in the Offeror's proposal. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years. Each form shall be submitted via email directly to the Contract Specialist indicated on the cover page of this solicitation no later than the time of the proposal due date. Forms included in the offeror's technical proposal will not be taken into consideration.

### **M.3.1.2 Relevant Technical Experience (40 points)**

**M.3.1.2a Benchmarking (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience in automated benchmarking of portfolios and expertise in ENERGY STAR Portfolio Manager.
- b. Offeror shall demonstrate knowledge of and experience with District of Columbia benchmarking laws and mandates, presented through a narrative description with specific examples.

**M.3.1.2b Performance Reporting and Training and Engagement (5points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate depth and breadth of knowledge and experience related to performance management in District of Columbia government or other U.S. municipal government.
- b. Offeror shall demonstrate knowledge of and experience with tracking and reporting on performance metrics, which shall be presented through a narrative description.
- c. Offeror shall demonstrate clear and effective written communication skills.
- d. Offeror shall demonstrate knowledge of and experience with greenhouse gas reporting protocols used by the District of Columbia through a narrative description and other examples, as appropriate.
- e. Offeror shall demonstrate experience conducting qualitative and quantitative research and analysis that contributes to organization-wide decisions.
- f. Offeror shall demonstrate experience developing and delivering technical, hands-on curriculum for building management and facilities maintenance professionals.

**M.3.1.2c Energy Information System and Open Data (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate with specific examples, five (5) years or more of IT experience in website development, data migration and integration, establishing automatic data feeds, developing databases, and working with building automation system data.
- b. Offeror shall demonstrate expertise and experience in analysis and interpretation of building energy use data and load profiles as a means to reduce energy use and costs. The Offeror shall describe with examples how they've monitored demand, fault

detection, scheduling changes and other related observations through an energy information system with load profiles for a client organization, including quantified results.

**M.3.1.2d Data Verification (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate depth and breadth of knowledge and experience with establishing and managing mission-critical APIs, selecting appropriate API types based on project requirements, and generating API documentation. Offeror should provide an example of an end product that relies on an API(s) for established access, and/or management by the offeror.
- b. Offeror shall demonstrate experience developing, integrating and maintaining secure online backend databases and custom front end experiences.
- c. Offeror shall demonstrate depth and breadth of knowledge and experience with both frontend and backend development, proficient knowledge of multiple programming languages including HTML, CSS, and JavaScript, and either Ruby, Python, or SQL.
- d. Offeror shall demonstrate knowledge of and experience with managing a hosting environment, database administration, and server architecture.

**M.3.1.2e Constant Commissioning and Retrocommissioning Program (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate their depth and breadth of knowledge and experience using and knowledge of building automation systems (BAS), HVAC controls integration and mechanical systems for retrocommissioning and constant commissioning.
- b. Offeror shall demonstrate knowledge and experience with managing data-driven retrocommissioning projects.
- c. Offeror shall demonstrate understanding of and experience with IoT, networked systems, IP networking, and sensor network communication protocol best practices. The Offeror shall list and justify best practices for implementing retrocommissioning and constant commissioning in a data-intensive way in relation to specifications in Section C.5.3.2.
- d. Offeror shall demonstrate experience with and knowledge of industry standard web-based building automation systems (BAS).
- b. Offeror shall demonstrate the firm's experience with energy and resource management. Provide examples of energy savings.

**M.3.1.2f Demand Response (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience in developing, project managing, and supporting demand response programs.
- b. Offeror shall demonstrate experience in enabling an automated and manual demand response program through a platform that is connected to building automation systems (BAS).
- c. Offeror shall provide examples of cost savings and successful curtailment events.

**M.3.1.2g Utility Bill Management, Maintenance, and Data Integration (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience with processing bills, designing and generating custom reports, and building dashboards using utility bill management software and data.
- b. Offeror shall demonstrate experience managing process automation and software implementation related to utility bill management and accounting.
- c. Offeror shall demonstrate experience with and depth of knowledge of DC utility vendors, utility infrastructure, utility rates and rate structures, bill formats, electronic utility data feeds, and other concepts inherent to utility management.
- d. Offeror shall demonstrate ability to write and review effective technical documentation such as tutorials.
- e. Offeror shall demonstrate experience auditing and verifying utility bills.
- f. Offeror shall demonstrate experience negotiating with utility vendors on payment schedules, contested charges, billing formats, and other issues related to accurate payment and reporting of utility bills.

**M.3.1.2h Budgeting, Forecasting, Reporting, and Communications (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience developing utility (i.e. electricity, natural gas, water, steam, solar, wind, waste and recycling) budgets and quarterly reforecasts
- b. Offeror shall demonstrate ability to produce fixed costs budgets and reforecast technical communications, including reports and presentations for technical and non-technical staff and decision makers.

### **M.3.1.3 Project Team Qualifications and Resumes (10 points)**

**M.3.1.3a Organizational Chart (5 points):** This factor will be evaluated based on the organizational chart provided by the offeror that describes the strength of the staffing plan, illustrates reporting lines, and names and titles for key participants proposed by the team, including subcontractors if applicable.

**M.3.1.3b Resumes (5 points):** This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project. Offerors shall present resumes and definition of that person's role and planned utilization under this contract. Each key team member must provide the required specific expertise in energy and utility management support, based on their project role.

### **M.3.1.4 Management Plan (20 points)**

Offerors are required to submit details about a management plan. The plan shall address the following at a minimum:

**M.3.1.4a Implementation Plan (10 points):** This factor will be evaluated based on the offeror’s completeness of the proposed implementation plan. The offeror shall provide draft details about tasks and subtasks, durations, milestones and deliverables that may be included in a phased implementation of this scope of work. The plan should include project management methods that will be used to ensure that time schedules will be met. The plan should include details about the offeror’s ability to complete projects on time and within budget, and the ability to provide deliverables as described in the scope of work. The plan should demonstrate a strong capability to manage personnel and sub-contractors. Offeror should demonstrate adequate fiscal management and controls, and well-established quality control processes. Offeror shall demonstrate capacity for word processing, document management, spreadsheet expertise, and technical writing and editing.

**M.3.1.4b Transition/Mobilization Plans (5 points):** This factor will be evaluated based on the offeror’s approach to participating in the transition phase/mobilization including staffing and organizational structure, and team members during the phase in/mobilization and phase-out transitions period. The Contractor shall submit a written Phase-In Transition Plan.

**M.3.1.4c Staffing Plan (5 points):** This factor will be evaluated based on the strength of the staffing plan. Offerors shall provide a description of firm’s staffing plan for the entire scope of work for this solicitation, inclusive of the number of persons, proposed duties and site assignment of personnel planned for appointment to this project. This plan shall include a description of the resources/expertise these individuals bring to the project. Indicate the number of years of experience and the number of years with the Offeror’s firm for each member of the team.

**M.3.2 PRICE CRITERION (20 Points Maximum)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

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

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

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

## **M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.2**      **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

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

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

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

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

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW | Suite 850N | Washington DC 20001

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

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

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

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