

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-0008**

**SMART ROOF AND RESILIENT INFRASTRUCTURE SERVICES**

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:** Wednesday, May 15, 2019

**Pre-Proposal Conference:** Tuesday, May 21, 2019 at 10:00 a.m.  
DPW 6<sup>th</sup> Floor Conference Room  
Frank D. Reeves Municipal Center  
2000 14<sup>th</sup> Street, NW | Washington, DC 20009

**Last Day for Questions:** Tuesday, May 28, 2019

**Proposal Due Date:** **Thursday, June 13, 2019 by 10:00 a.m. EST**

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
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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 program management services to support the SmartRoof and resiliency programs, as well as related sustainability initiatives of the Department.

**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 CATEGORY*	UNIT	HOURLY LABOR RATE ^	ESTIMATED LABOR HOURS**	TOTAL AMOUNT
0001AA	Principal	HRLY	\$ -	1,000	\$ -
0001AB	Senior Project Manager	HRLY	\$ -	1,000	\$ -
0001AC	Project Manager	HRLY	\$ -	1,000	\$ -
0001AD	Junior Project Manager	HRLY	\$ -	1,000	\$ -
<b>GRAND TOTAL</b>			\$ -		\$ -

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

\*\*The estimated labor hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250,000; the annual maximum not to exceed ceiling amount is \$950,000.00.

^ Hourly Labor Rates 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

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORY*	UNIT	HOURLY LABOR RATE ^	ESTIMATED LABOR HOURS**	TOTAL AMOUNT
1001AA	Principal	HRLY	\$ -	1,000	\$ -
1001AB	Senior Project Manager	HRLY	\$ -	1,000	\$ -
1001AC	Project Manager	HRLY	\$ -	1,000	\$ -
1001AD	Junior Project Manager	HRLY	\$ -	1,000	\$ -
<b>GRAND TOTAL</b>			\$ -		\$ -

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

\*\*The estimated labor hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250,000; the annual maximum not to exceed ceiling amount is \$950,000.00.

^ Hourly Labor Rates 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

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORY*	UNIT	HOURLY LABOR RATE ^	ESTIMATED LABOR HOURS**	TOTAL AMOUNT
2001AA	Principal	HRLY	\$ -	1,000	\$ -
2001AB	Senior Project Manager	HRLY	\$ -	1,000	\$ -
2001AC	Project Manager	HRLY	\$ -	1,000	\$ -
2001AD	Junior Project Manager	HRLY	\$ -	1,000	\$ -
<b>GRAND TOTAL</b>			\$ -		\$ -

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

\*\*The estimated labor hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250,000; the annual maximum not to exceed ceiling amount is \$950,000.00.

^ Hourly Labor Rates 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**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORY*	UNIT	HOURLY LABOR RATE ^	ESTIMATED LABOR HOURS**	TOTAL AMOUNT
3001AA	Principal	HRLY	\$ -	1,000	\$ -
3001AB	Senior Project Manager	HRLY	\$ -	1,000	\$ -
3001AC	Project Manager	HRLY	\$ -	1,000	\$ -
3001AD	Junior Project Manager	HRLY	\$ -	1,000	\$ -
<b>GRAND TOTAL</b>			\$ -		\$ -

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

\*\*The estimated labor hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250,000; the annual maximum not to exceed ceiling amount is \$950,000.00.

^ Hourly Labor Rates 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**

CONTRACT LINE ITEM NO. (CLIN)	LABOR CATEGORY*	UNIT	HOURLY LABOR RATE ^	ESTIMATED LABOR HOURS**	TOTAL AMOUNT
4001AA	Principal	HRLY	\$ -	1,000	\$ -
4001AB	Senior Project Manager	HRLY	\$ -	1,000	\$ -
4001AC	Project Manager	HRLY	\$ -	1,000	\$ -
4001AD	Junior Project Manager	HRLY	\$ -	1,000	\$ -
<b>GRAND TOTAL</b>			\$ -		\$ -

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

\*\*The estimated labor hours is included for the purpose of evaluating price only. The guaranteed minimum dollar amount is \$250,000; the annual maximum not to exceed ceiling amount is \$950,000.00.

^ Hourly Labor Rates 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.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 SmartRoof and resilient infrastructure program management across the DGS portfolio for a base period and up to four (4) additional one (1) year option periods. The Contractor shall be required to visit schools, recreation centers, warehouses, MPD/FEMS facilities, office buildings, and other municipal properties. The Department reserves the right, at any time (including after an award hereunder), to increase or decrease the responsibility under an awarded contract.

Additional labor categories are not anticipated. However, given the dynamic nature of the scope of work, and the duration of this future contract, unforeseen circumstances may necessitate the addition of labor categories throughout the ordering period of this IDIQ contract.

### 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	DGS Program	SmartRoof Program <a href="https://dgs.dc.gov/page/energy-efficiency-0">https://dgs.dc.gov/page/energy-efficiency-0</a>	2013
3	Municipal Regulation	Department of Energy and Environment (DOEE) Stormwater Management Guidebook	2013
3	Municipal Regulation	Clean Energy DC Plan <a href="https://doee.dc.gov/cleanenergydc">https://doee.dc.gov/cleanenergydc</a>	2018
5	Mayoral Pledge	Carbon Neutral and Climate Resilient DC by 2050 <a href="https://www.dcregs.dc.gov/Common/NoticeDetails.aspx?NoticeId=N0064155">https://www.dcregs.dc.gov/Common/NoticeDetails.aspx?NoticeId=N0064155</a>	2017



Item No.	Document Type	Title	Date
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	OSHA	Occupational Safety and Health Administration (OSHA) training <a href="https://www.oshaeducationcenter.com/">https://www.oshaeducationcenter.com/</a>	1971

### C.3 DEFINITIONS

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

- C.3.1 Contracting Officer (CO):** Chief Contracting Officer and Contracting Officers with delegated authority from the Chief Procurement Officer (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.3.2 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.3.3 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.3.4 Energy Conservation Measures:** Energy conservation measures include projects and programs that reduce the consumption of energy in a building or across the building portfolio.
- C.3.5 Green Infrastructure:** Also known as “stormwater features,” “best management practices (BMPs),” low-impact development (LID), reduces and treats stormwater at its source while also providing multiple community benefits such as: reducing localized flooding, improving community aesthetics, encouraging more neighborhood socialization, improving economic health by increasing property values and providing jobs opportunities for small businesses; and decreasing the economic and community impacts of flooding; delivering environmental, social, and economic benefits.

- C.3.6 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.5.7 Mayor’s Clean Energy DC Plan:** Clean Energy DC is the District of Columbia’s energy and climate action plan. It explains how the District will use forward-looking energy policies, while encouraging innovation, efficiency, and resiliency. Clean Energy DC identifies what actions need to be taken between now and 2032 in buildings, energy infrastructure, and transportation system to meet the District’s GHG reduction targets. Targets include reducing GHG emissions by 50% by 2032, increasing the use of renewable energy to 50% of the District’s energy supply, cut citywide energy use by 50%, and become carbon neutral by 2050.
- C.5.8 RiverSmart Rewards:** Launched in 2013, the RiverSmart Rewards program allows District residents, businesses, and property owners to earn up a discount of up to 55% off DOEE Stormwater Fees when they reduce runoff by installing green infrastructure such as green roofs, bioretention, permeable pavement, and rainwater harvesting systems. Discounts are based on the stormwater retention volume achieved.
- C.5.9 SmartRoof Program:** Launched in 2013, the SmartRoof program’s goal is to deploy cool roofs, green roofs, and rooftop solar on DGS roofs to the greatest extent possible. Such SmartRoof technologies aim to reduce facility-related emissions, reduce stormwater runoff, reduce urban heat-islands, generate renewable energy, and advance high-performance design.
- C.5.10 Solar Renewable Energy Credit (SREC):** Equivalent to one megawatt-hour (MWh) of electricity, SRECs are generated from qualifying solar facilities and may be used to meet solar requirements in DC’s renewable portfolio standards. SRECs may also be sold on the open market.
- C.5.11 Stormwater Retention Credits (SRCs):** Administered by the District’s Department of Energy and Environment, Stormwater Retention Credits (SRCs) are generated from built and maintained green infrastructure systems that remove impervious surface and reduce stormwater runoff. SRCs may then be sold or traded in an open market or used to reduce stormwater fees
- C.3.12 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.4 BACKGROUND**

The Department is responsible for the day-to-day management of all DGS facilities. The DGS Sustainability and Energy Division (“DGS-SE”) is responsible for managing the expenditures and sustainable consumption of a wide range of commodities and resources

used in the construction, operation, and maintenance of the District’s real estate portfolio. The DGS portfolio provides workspace to more than 77 agencies, serves more than 100,000 occupants each weekday, and is composed of 37 million square feet of space across over more than 400 buildings. DGS-SE program areas include data, technology, and education; climate and energy; water and stormwater; waste, recycling, and composting; and healthy, safe, and reliable high-performance design, construction, and operation.

DGS-SE has three (3) core objectives: (1) limit portfolio resource consumption and environmental impacts; (2) deliver cost savings to District taxpayers and agencies; and (3) increase digital control and system knowledge of building portfolio.

Furthermore, DGS-SE supports the Mayor’s Clean Energy Sustainable DC Plan (SDC) targets to: (1) reduce greenhouse gas emissions by 50% by 2032; (2) increase the use of renewable energy to make up 50% of the District’s energy supply; (3) cut citywide energy use by 50%; and (4) become carbon neutral by 2050. In support of these objectives and targets, DGS-SE launched the SmartRoof Program (“SmartRoof”) in 2013. Smart roof technologies reduce facility-related emissions, reduce stormwater runoff, reduce urban heat-islands, generate renewable energy, and advance high-performance design. The SmartRoof program’s goal is to deploy cool roofs, green roofs, and rooftop solar on DGS roofs to the greatest extent feasible.

The Contractor shall support the SmartRoof Program, as well as related sustainability initiatives of the Department. Currently, DGS has installed more than 11 megawatts (MW) of solar photovoltaic (PV) and intends to install an additional 5 MW. DGS has invested more than \$140 million in green roof construction, roof restoration and re-roofing projects using ENERGY STAR certified roofing membranes, insulation upgrades, and related projects. Finally, DGS has identified the need for resilience hubs across the DGS portfolio. The Contractor shall support all these initiatives as requested by DGS through the tasks outlined herein.

## **C.5 REQUIREMENTS**

### **C.5.1 SOLAR PV ASSESSMENTS WITH OPTION FOR ENERGY STORAGE ASSESSMENTS**

Upon request from DGS, the Consultant shall provide assessments and development of procurement documents to support solar PV and energy storage systems on DGS properties. Tasks shall include the following:

- C.5.1.1 On-Site Data Collection and Assessment:** Contractor shall perform investment-grade evaluations including technical considerations of DGS assets (e.g. roof condition, shading, electrical interconnection points, carport feasibility, etc.), energy production potential (including panel placement), and comprehensive analysis of project economics. All assumptions will be fully documented and included in the system database for this project.

**C.5.1.2** **Current Energy Use Analysis:** Contractor shall perform energy use analysis of all DGS facilities. DGS will provide electrical consumption and pricing information including meter data, billing information, total consumption data and pricing agreements with electrical utility providers. This work will include acquisition, analysis, and visualization of smart meter interval data and monthly utility information. This analysis will ensure that solar generation is optimized to meet DGS' unique energy demand profile.

**C.5.1.3** **Economic Feasibility Analysis:** Contractor shall provide analysis to determine and secure the maximum economic benefit of solar power generation and/or energy storage, given both technical feasibility and client needs. This work shall include evaluation of Third-Party Ownership deal structures, Community Solar models, monetizing potential tax incentives, rebates, and solar renewable energy certificates (SRECs) that may be available.

**C.5.1.4** The Contractor shall prepare a financial summary including estimated cost, electric production, estimated financial return, business case and financial model, and draft project scope for each financing option. Market research will also be conducted to ensure proposed project approaches would attract sufficient market interest. The Contractor shall adjust package based on market research and finalize findings into a project package including scope of work, proforma financials, legal structure, and overall project description. This task will ensure that the project's anticipated prices result in energy cost savings for DGS.

**C.5.1.5** **RFP Strategy Coordination Draft RFP Preparation (SOW):** The Contractor shall prepare a Scope of Work and Evaluation Criteria (RFP for solar and/or energy storage deployment) to gain maximum economic and environmental benefit to DGS. This work will incorporate all aspects of the technical scope for each system, roof specifications for roof upgrades where appropriate, and requirements for local participation in various aspects of the final system design by the vendor, system installation, and ongoing system operation and maintenance.

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 or anyone.

**C.5.1.5.1** The Contractor shall also provide technical and risk evaluation criteria used as a basis for the RFP and procurement process. This review will require the DGS procurement team to provide review and comments on legal structure for PPA (Power Purchase Agreement) or Lease, procurement plans including evaluation criteria to be used for vendor selection, lease structures for roof lease agreements, contract structure, identification of roof maintenance and access responsibility for the PV and/or energy storage systems, and CBE/DBE participation requirements. Contractor shall work with the DGS procurement team and make needed adjustments for preparation of a final RFP package.

## C.5.2 SOLAR PV AND ENERGY STORAGE CONSTRUCTION COORDINATION

If requested, the Contractor shall provide proactive coordination among all solar PV and/or energy storage project participants, including system owners (for Third-Party-Owned Systems), installers, site managers, site stakeholders, DGS staff, and other parties as needed. The Contractor shall provide:

- C.5.2.1 Site access planning and coordination:** Contractor shall provide proactive coordination among all parties to ensure timely, safe, and reasonable access to all relevant solar PV and energy storage project sites.
- C.5.2.2 Existing condition remediation:** As agreed to by DGS, Contractor shall coordinate remediation of existing conditions negatively impacting solar system installation, such as relocation of rooftop equipment, removal of obsolete rooftop equipment, roofing system repair, etc.
- C.5.2.3 Project kick-off meetings:** Contractor shall coordinate mandatory solar PV and/or energy storage pre-construction meetings on-site to reinforce all project criteria and requirements, and to engage additional site stakeholders.
- C.5.2.4 Pre-construction roof inspection:** Contractor shall coordinate pre-construction roof inspection and warranty coordination (if applicable) and coordinate required condition remediation.
- C.5.2.5 Construction Observation:** Contractor shall provide periodic construction oversight with progress meetings and progress reports.
- C.5.2.6 Data Acquisition System integration:** Contractor shall provide installation coordination to ensure proper data flows and integration of all PV and/or energy storage system data acquisition systems.
- C.5.2.7 Project guidance and recommendations as needed:** Contractor shall provide analysis, recommendations, and guidance for change orders, claims, and other project-specific events impacting DGS during the course of PV and/or energy storage system installation.
- C.5.2.8 Post-construction roof inspection:** Contractor shall coordinate post-construction roof inspection and warranty compliance coordination (if applicable).
- C.5.2.9 Event coordination:** At COTR's discretion, Contractor may be requested to assist in coordinating solar and/or energy storage-related events, including ribbon cuttings, photo opportunities, celebrations, and so forth. Contractor shall ensure the solar and/or energy storage space is clean, safe, and presentable prior to event. Contractor may be asked to draft briefing materials related to the overall solar and/or energy storage program and specific site of the event.

**C.5.2.9.1 Communication Materials:** At COTR’s discretion, Contractor shall draft responses to questions, one-pagers, and other written material regarding solar and/or battery storage installations.

### **C.5.3 ENERGY/RESILIENCY AUDITS**

**C.5.3.1** If requested, the Contractor shall provide facility energy and resiliency audits and capital planning services to evaluate resiliency retrofit viability across the DGS portfolio. The goal is to identify opportunities to reduce facility energy consumption, disaggregate critical loads, maximize off-grid backup power, manage stormwater, improve cooling centers, flood-proof critical facilities, increase grid stability, improve thermal safety and indoor building temperatures, and reduce heat-island effects.

**C.5.3.2** The Contractor shall deliver energy and resilience assessments in enough detail to support DGS capital planning and deployment of resilience retrofits. The resilience assessments shall, at a minimum, evaluate facility energy consumption, identify energy conservation measures, model solar + storage options for off-grid power, identify options to manage stormwater, and provide building envelope energy conservation assessments. Other resilience goals will be a function of site-specific conditions.

**C.5.3.3** The Contractor shall perform on-site audits of the relevant buildings to visually assess the condition of key envelope systems including windows, doors, walls, and roofs. Emphasis will be on identifying opportunities to eliminate air leaks, to improve insulation, and to improve the energy performance of the roofs. The Contractor shall prioritize the envelope issues and propose Energy Conservation Measures (ECMs) to address them.

**C.5.3.4** The Contractor shall assess each site for solar and storage viability. Storage may be applicable for sites with or without solar depending on the operational and backup power needs of the site. However, storage alone is unlikely to be economically feasible on the basis of utility bill savings alone. Storage may offer some opportunities to reduce building loads and overall demand which could enable switching to a different utility rate schedule to save on operating costs. The Contractor shall provide recommendations for the most cost-effective, advantageous energy storage options.

**C.5.3.5** The Contractor shall evaluate existing backup generation systems based on their capacity to operate in a shock event. This will involve assessing the fuel source reliability, any possibilities for fuel redundancy, the generator condition, and maintenance schedule. The Contractor will also consider any physical measures like raising the equipment above floor or floodplain levels to improve the probability of successful operation in an event.

**C.5.3.6** Access to potable water is another key survivability measure. The Contractor will review any previously performed water fixture counts and audits to determine current annual usage and usage by building occupant. If no previous water fixture audits are available, the Contractor will perform fixture counts while on site and use those as the basis for estimating water usage. The Contractor will also visually assess the key major components

of the potable water systems and make recommendations to ensure that systems or plans are in place to deliver several days of water for a determined number of people.

- C.5.3.7** The Contractor shall work with DGS staff to review the audits and to determine the best method for combining the work into the minimum number of Requests for Proposals (RFPs). It is likely that the solar and battery storage opportunities will be combined and become part of the current solar PV efforts previously described in this document.
- C.5.3.8** The Contractor shall develop scopes of work for each site depending on the targeted energy and resilience measures at the site. This will also include a prioritization of sites to assign, as well as the weighting and priority of the needed resilience measures. The Contractor will work with DGS to coordinate the energy and resilience efforts with the upcoming modernization and capital projects lists to see where budget and scope might exist to implement resilience in the context of other projects.
- C.5.3.9** Funding for the ECMs and water efficiency or water storage measures would need to come directly through the district or through an energy savings performance contract. Further discussion is required to determine which method will be preferable. The Contractor shall provide recommendations for the most advantageous option for the District. Once the procurement strategy decisions have been made, the Contractor may create draft RFPs for each bundle of resilience measures.

#### **C.5.4 DESIGN GUIDELINES FOR SUSTAINABLE AND RESILIENT BUILDING TECHNOLOGY**

The District is now a LEED Platinum City with an enhanced commitment to plan for climate change. Facility modernization and stabilization must consider sustainability and resilience as primary priorities. DGS desires to incorporate sustainability and resilience technologies into the design phase of all new construction projects or major facility modernization projects. Specifically, the goal of this task is to create a set of sustainability and resilience guidelines for the District to incorporate into the design phase of all new construction projects and modernizations. To facilitate this, if requested by DGS, the Contractor shall perform the following:

- C.5.4.1** The Contractor shall develop guidelines for the consideration of smart roof technologies, including, but not limited to, cool roofs, green roofs, and rooftop solar energy generation systems.
- C.5.4.2** The Contractor shall develop guidelines for the consideration of resilience technologies, including, but not limited to, renewable energy generation, off-grid backup power, disaggregation of critical loads, building orientation optimization, stormwater management, future-proofing for changing floodplains, building envelope energy efficiency design, and fuel supply considerations, and more.
- C.5.4.3** The Contractor shall coordinate with the DGS Capital Construction Services Division (DGS-CCS), DC Department of Consumer and Regulatory Affairs (DCRA), DC Office of

Resilience, and the DC Department of Energy and Environment (DOEE) to understand existing design and construction specifications.

- C.5.4.4** The Contractor shall identify opportunities to improve existing design specifications to consider advanced sustainability and resilience technologies.
- C.5.4.5** The Contractor shall develop guidelines that will complement the DGS-CCS Guidelines.
- C.5.4.6** The sustainability and resilience guidelines must include a decision-support flow chart for viable smart roof and resilient technologies for each building category in the DGS building portfolio.

#### **C.5.5 STORMWATER RETENTION CREDIT (SRC) MANAGEMENT**

The Department invests heavily in stormwater management green infrastructure systems (GI). Many of the systems are eligible to generate SRCs for the District. The Contractor shall ensure maximum SRC generation by performing the following scope, if requested by DGS:

- C.5.5.1** The Contractor shall maintain complete and accurate records in DOEE’s Stormwater Database for DGS GI systems pertaining to both Stormwater Retention Credit (SRC) generation and Riversmart rewards. Ensure all Department of Energy and Environment (DOEE) submissions are done in a timely, complete manner that maximizes DGS potential to utilize these SRCs as they see fit for development and construction.
- C.5.5.2** The Contractor shall work with DOEE to ensure there are no missed opportunities during/post development for voluntary GI systems beginning in 2009.
- C.5.5.3** The Contractor shall ensure that DGS-selected projects installed after May 1st, 2009 have submitted all information and received all DOEE approvals necessary to maximize all available opportunities to generate Stormwater Retention Credits, including receiving DOEE approval of as-built Stormwater management Plans. This may include:
  - C.5.5.3.1** For GI projects that were installed voluntarily, without DOEE approval of a Stormwater Management Plan, developing as-built Stormwater Management plans as described in Chapter 5 of DOEE’s Stormwater Management Guidebook, including:
    - a. Developing engineering drawings;
    - b. Providing stormwater retention volume computations as described in Chapter 7 of the Stormwater Management Guidebook
  - C.5.5.3.2** For GI projects that were installed with a Stormwater Management Plan approved by DOEE, but did not receive DOEE approval of an as-built Stormwater Management Plan following the completion of construction, developing as-built Stormwater Management



plans as described in Chapter 5 of DOEE’s Stormwater Management Guidebook, including:

- a. Redlining the existing Stormwater Management Plan to reflect any changes in site conditions and GI practices as approved and as built;
- b. Providing or updating stormwater retention volume computations as described in Chapter 7 of the Stormwater Management Guidebook.

**C.5.5.3.3** For GI projects that were installed with a Stormwater Management Plan approved by DOEE prior to the establishment of retention standards and received DOEE approval of an as-built Stormwater Management Plan following the completion of construction, revising this as-built Stormwater Management Plan to include:

- a. Stormwater retention volume computations as described in Chapter 7 of the Stormwater Management Guidebook, including project retention and/or water quality treatment requirements.
- b. The area and land cover of BMP contributing drainage areas, BMP surface areas and storage volumes.

**C.5.5.3.4** Scheduling, receiving and passing a DOEE Final Construction Inspection if one has not already been conducted.

**C.5.5.3.5** Submitting new or revised as-built Stormwater Management Plans to DOEE through the Stormwater Database.

**C.5.5.3.6** Updating all submitted as-built Stormwater Management Plans as required, in response to DOEE Plan Reviewer comments.

**C.5.5.3.7** Paying all applicable plan review fees. Fee amounts are dictated by the DC Department of Energy and Environment’s (DOEE) fee schedule listed in the DOEE Stormwater Management Guidebook and are subject to changed based on yearly inflation and/or at DOEE’s discretion.

**C.5.5.4** The Contractor shall integrate quarterly GI system maintenance information provided by DGS into the existing DOEE Stormwater Database to ensure performance of the systems and compliance within environmental program framework.

**C.5.5.5** The Contractor shall coach the DGS-SE, DGS-CCS, and DGS-Facilities Management on the most effective ways to utilize in-house credits and provide cost effective solutions for SRC compliance across the portfolio.

**C.5.5.6** Based on DOEE stormwater inspector feedback and the DOEE Stormwater Management Guidebook green infrastructure maintenance guidelines, the Contractor may be requested to provide a SOW and cost estimate for the repair and/or maintenance of each GI that has been made eligible for SRCs.

## C.5.6 SOLAR PV OPERATIONS AND MAINTENANCE (O&M)

The Department owns multiple solar PV systems. The current total is four (4) rooftop PV systems with a combined nameplate capacity of 236 kilowatts. To ensure proper, safe functioning of these PV systems, and to ensure maximum SREC generation, the Contractor shall, upon request from DGS, perform the following:

**C.5.6.1 Monitoring and Reporting:** Contractor shall monitor the DGS PV system generation feed and maintain analysis of resulting data. The Contractor will provide DGS with an annual report documenting all maintenance work, including condition observations, work performed, meter readings, thermal images, and system testing results.

**C.5.6.2 Scheduled Maintenance:** Contractor shall perform Thermographic Testing of transformers, main switchgear, main electrical panels, solar panels, and electrical equipment rated at 480 volts and above. Significant deficiencies will be promptly reported to DGS for authorization to implement prompt corrective action. Results of each inspection will be recorded, reviewed by DGS, and filed for at least one (1) year. In addition, the inverter(s) will be inspected as per manufacturer's recommendations on an annual basis.

**C.5.6.3 Preventive Maintenance:** Contractor shall monitor PV generation levels at the listed sites and will engage in preventive maintenance measures if production levels dip significantly. Specifically, the Contractor shall:

- a. Perform visual inspection of site's general conditions, PV arrays, electrical equipment, mounting structure, shading, animal damage, erosion, corrosion, discolored panels.
- b. Perform correction of loose electrical and ground connections.
- c. Perform string-level open voltage, DC operating current tests, I-V curve traces.
- d. Test the system's logging and communications equipment to ensure proper data flow.

**C.5.6.4** Corrective Maintenance addresses faults that prompt safety issues as quickly as possible. The Contractor shall repair or replace failed components as needed in a timely manner.

## C.5.7 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.5.7.1 PRINCIPAL

**C.5.7.1.1 Qualifications:** Must possess 10+ years of relevant experience; OSHA 10, preferably OSHA 30 certification.

**C.5.7.1.2** **Description:** Responsible for coordination of the overall engagement, especially including formal communications with DGS and assurance of quality across the entire scope. This position requires significant experience in program management, contract negotiation, financial analysis, client relations, and attention to detail. The position shall also have experience in each and all of the listed deliverables, including conducting solar feasibility studies and developing draft procurement documents to advance the installation of solar PV systems, performing on-site resilience and energy audits, conducting energy storage modeling and advising on different kinds of energy storage technologies, drafting RFPs for energy and resilience bundle measures, creating design guidelines for sustainable and resilient building technology, making green infrastructure eligible for Stormwater Retention Credits, and operating and maintaining solar PV. Must have experience managing sustainability projects for schools, recreation centers, and other municipal buildings.

### **C.5.7.2 SENIOR PROJECT MANAGER**

**C.5.7.2.1** **Qualifications:** Must possess 7+ years of project management experience; OSHA 10, preferably OSHA 30 certification.

**C.5.7.2.2** **Description:** Responsible for day to day management of overall operations on larger, more complex projects and client sustainability programs. Directs and coordinates the planning and production of all project activities. Responsible for identifying resources required to support project. Enforces quality control and safety on assigned project. Serves as primary point of contact with Client. Responsible for coordinating delivery by the project team according to requirements, on time and on budget. Oversees day-to-day execution of work. Senior Project Manager must have at least ten years' experience with and knowledge of all deliverables. The position shall also have experience in each and all of the listed deliverables, including conducting feasibility studies and developing draft procurement documents to advance the installation of solar PV systems, performing on-site resilience and energy audits, drafting solicitations for resilience and energy bundle measures, creating design guidelines for sustainable and resilient building technology, making green infrastructure eligible for Stormwater Retention Credits, and operating and maintaining solar PV. Must have experience managing sustainability projects on more than 10 properties – each larger than 10,000 square feet, preferably for schools, recreation centers, other municipal buildings.

### **C.5.7.3 PROJECT MANAGER**

**C.5.7.3.1** **Qualifications:** Must have 5+ years relevant experience; OSHA 10, preferably OSHA 30 certification, Green Roof Professional (GRP) accreditation and preferably NABCEP PV Installation Professional Board Certification, NABCEP PV Commissioning & Maintenance Specialist Board Certification

**C.5.7.3.2** **Description:** Responsible for the day-to-day management of overall operations of complex projects and client sustainability programs. Directs and coordinates the planning and

production of specific project activities. Responsible for identifying and recommending resources required to support project. Enforces quality control and safety on assigned project. Serves as point of contact with Client. Must have at least five (5) years' experience managing all of the following sustainability projects: energy efficiency, building energy modeling, envelope assessments, energy conservation measures, and energy and resiliency audits. Must have experience managing sustainability projects on more than 10 properties – each larger than 10,000 square feet, preferably for schools, recreation centers, other municipal buildings.

#### **C.5.7.4 JUNIOR PROJECT MANAGER**

**C.5.7.4.1 Qualifications:** Must have 3+ year's relevant experience; OSHA 10 certification, and preferably NABCEP PV Installation Professional Board Certification, NABCEP PV Commissioning & Maintenance Specialist Board Certification.

**C.5.7.4.2 Description:** Responsible for the day-to-day management of less complex sustainability projects, as well as supports Senior Project Manager and Project Manager on more complex sustainability project operations. Directs and coordinates the planning and production of all project activities on assigned projects. Responsible for identifying and recommending resources required to support project. Enforces quality control and safety on assigned project. Must have at least three years' experience managing renewable energy projects, particularly solar PV installations, across a broad portfolio of buildings. Must have experience operating and maintaining solar PV and making green infrastructure eligible for and applying for Stormwater Retention Credits. Must have experience managing sustainability projects on more than 10 properties -- each larger than 10,000 square feet, preferably for schools, recreation centers, other municipal buildings.

**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 one (1) year.

### 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.5.1	Solar PV assessment report(s)	1	Word document	As requested
C.5.2	Progress report on solar PV and/or battery storage construction	1	Word document	Once a month

C.5.2	Draft SOW and evaluation criteria for solar and/or energy storage solicitation(s)	1	Word document	As requested
C.5.2	Roof warranty amendments from applicable roof companies	1	Word or PDF	Prior to each rooftop solar installation
C.5.2	Solar and/or Energy Storage communication documents	1	Word or Excel (as applicable)	As requested
C.5.3	Energy and resiliency audit reports	1	Word document	Per Task Order
C.5.3	Energy Conservation Measures and Resilient Infrastructure Improvement SOW	1	Word	Per Task Order
C.5.4	Sustainable and Resilient Building Technology Guidelines	1	Word document	Per Task Order
C.5.5	As-built Stormwater Management Plans, including engineering drawings and stormwater retention volume computations	1	No preference	Per Task Order
C.5.5	Stormwater Retention Credits	1	Screen shot of SRC award in DOEE database for each GI	Per Task Order
C.5.6	Solar PV Operations and Maintenance Quarterly Progress Report	1	Word document	Per Task Order, on a quarterly basis

**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 (in Excel where applicable) 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**  
Chief | Contracts and Procurement  
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**  
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:

**Jen Croft** | Sustainability + Energy Division  
Department of General Services (DGS)  
2000 14<sup>th</sup> Street NW | 8<sup>th</sup> Floor | Washington, DC 20009  
Cell: 202-369-8246 | Email: [jen.croft@dc.gov](mailto:jen.croft@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. 13, date of last revision: 04/25/2019**, 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.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** The Contractor shall be responsible for providing SmartRoof and resiliency management services in accordance with the requirements of this contract.

**H.12.2** Contractor may be expected to attend weekly or monthly in-person meetings at COTR's office space. COTR shall be expected to be available to respond to calls and emails from the COTR during business hours between 9:00 AM and 5:00 PM, though occasionally before or after these times and on weekends.

**H.12.3** 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.12.4** **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.12.4** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.
- H.12.5** The Contractor is required to provide all equipment needed to operate and provide the required services 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** **Bid Bond – *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. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing

hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. 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. **IF SERVICE IS PERFORMED WITHIN A SCHOOL, THIS COVERAGE IS MANDATORY.**
  
7. 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**

Chief | Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 8th Floor | Washington, DC 20009

Tel: 202.545.3035 | Email: [Karen.Araujo@dc.gov](mailto:Karen.Araujo@dc.gov)

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

- 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 13, dated 04/25/2019
<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).

### K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

#### K.3.1 Definitions. As used in this provision:

**K.3.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.3.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**K.3.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.3.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are

prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.3.1.5 Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

**K.3.1.6 Individual:** means an offeror/contractor that has no more than one employee including the offeror/contractor.

**K.3.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section **K.3.2(1)** of this clause;
- (4) Notify such employees in writing in the statement required by section **K.3.2(1)** of this clause that, as a condition of continued employment on this contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under section **K.3.2(4)(b)** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;



- (6) Within 30 days after receiving notice under section **K.3.2(4)(b)** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section **K.3.2(1)** through **K.3.2(6)** of this clause.

**K.3.3** The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

**K.3.4** In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections **K.3.2** or **K.3.3** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## 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*; *Relevant 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-0008, "Smart Roof and Resilient Infrastructure."**"

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 Thursday, June 13, 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 **Tuesday, May 28, 2019**. The District may not consider any questions received less than **16** 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  
Chief | Contracts and Procurement Division  
DC Department of General Services  
2000 14th Street, NW | 8th Floor | Washington, DC 20009  
RE: DCAM-19-NC-RFP-0008

**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 **10:00 a.m. EST on Tuesday, May 21, 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. Principal
2. Senior Project Manager
3. Project Manager
4. Junior Project Manager

**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.

## 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>Numeric Rating</b>	<b>Adjective</b>	<b>Description</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	5
Factor B: Relevant Technical Experience	45
Factor C: Project Team Qualifications and Resumes	10
Factor D: Management Plan	20
Total	80

**M.3.1.1 Relevant Past Performance (5 points)**

**M.3.1.1a Past Performance:** This evaluation factor considers the extent of the Offeror’s past performance within the last three (3) 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 three (3) 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 (45 points)**

**M.3.1.2a Solar PV Assessments with Option for Energy Storage Assessments (8 points):** This factor will be evaluated based on the following:

- a. The Offeror shall demonstrate knowledge of and have experience conducting feasibility studies across a roughly 40,000,000 square foot building portfolio and developing procurement documents that directly lead to the installation of at least 5 to ten megawatts of solar PV systems on these properties.
- b. The Offeror shall demonstrate experience and knowledge of energy storage modeling software and different kinds of energy storage technologies.

**M.3.1.2b Solar PV and Energy Storage Construction Coordination (15 points):** This factor will be evaluated based on the following:

- c. Offeror shall demonstrate knowledge of and experience conducting construction coordination for sustainability projects for school, recreation and other municipal facilities. The Offeror shall have at least five years' experience managing sustainability projects as an Owner's Representative for school, recreation, and other municipal facilities.
- d. The Offeror shall demonstrate knowledge of and experience with various types of roofing systems, including but not limited to green roofs, cool roofs, and solar roofs.
- e. The Offeror shall have served as an Owner's Representative for the installation of at least 250,000 square feet of cool roofs and 5 to 10 megawatts of solar PV installations.
- f. Offeror shall demonstrate experience and knowledge advising on the solar power purchase agreement procurement and negotiation process on behalf of a host customer.
- g. Offeror shall demonstrate knowledge of and experience with the District of Columbia regulatory environment. The Offeror shall have completed and submitted solar interconnection agreements for at least five solar PV installations. The Offeror shall have also reviewed interconnection and net metering agreements for at least 10 solar PV installations. The Offeror shall have experience reviewing solar PV installation applications to National Capital Planning Commission (NCPC), Historic Preservation Office (HPO), Commission on Fine Arts (CFA), and DC Regulatory Agency (DCRA).
- h. The Offeror's team shall collectively demonstrate knowledge of and experience verifying roof warranties for at least 25 municipal buildings and ensuring that solar installations do not void these warranties. The Offeror shall have at least five years' experience conducting pre and post solar installation roof inspections, investigating

whether a roof was damaged as a result of a solar installation and that the roof warranties have not been voided.

**M.3.1.2c Energy/Resiliency Audits (7 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience and knowledge performing on-site audits across more than 40,000,000 square feet of municipal buildings to visually assess the condition of key envelope systems and relevant proposed resilience measures to support capital planning and deployment of resilience and energy retrofits.
- b. Offeror shall demonstrate experience and knowledge drafting solicitation vehicle(s) for energy and resilience measure bundles.

**M.3.1.2d Design Guidelines for Sustainable and Resilient Building Technology (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience and knowledge developing sustainable and resilient building technology guidelines to incorporate into the design phase of all new construction projects and modernizations of a 40,000,000 square foot building portfolio.

**M.3.1.2e Stormwater Retention Credit (SRC) Management (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience and knowledge making numerous green infrastructure within a 40,000,000 square foot building portfolio eligible for and applying for stormwater retention credits on behalf of a Client. The Offeror shall provide a successful example(s) of DOEE-required supporting documentation, including completed Stormwater Retention Credit calculation spreadsheet and as-built Stormwater Management Plan (SWMP).

**M.3.1.2f Solar PV Operations and Maintenance (O&M) (5 points):** This factor will be evaluated based on the following:

- a. Offeror shall demonstrate experience and knowledge maintaining and operating solar PV systems between 20 and 200 kilowatts.

### **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 that meet the requirements listed under Labor Categories. 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 SmartRoof and resilient infrastructure management, 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 (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 clear and unambiguous description of the resources/expertise these individuals bring to the project that align with each of the Labor Categories in this RFP, including staff titles and specific roles in managing 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.3.1.4b (5 points):** Does the Management Plan accurately demonstrate the Contractor’s understanding of the key challenges inherent in this engagement and explain how they will be overcome or mitigated?

**M.3.1.4c (5 points):** Does the Management Plan demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided?

**M.3.1.4d (5 points):** Does the Management Plan include a template and completed sample of monthly reports that demonstrate an in-depth understanding and knowledge of solar PV and/or energy storage installations and construction coordination? Does the Plan describe how this will be used throughout the engagement?

**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.