

**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

REQUEST FOR QUALIFICATIONS

Solicitation Number: DCAM-20-NC-RFQ-0002

ENERGY SAVINGS AGREEMENT PROGRAM

This solicitation is in the Open Market.

Solicitation Issue Date: Monday, February 24, 2020

Pre-Qualification Conference: Thursday, March 12, 2020 at 1:00 p.m.
DPW 6th Floor Conference Room
Frank D. Reeves Municipal Center
2000 14th Street, NW | Washington, DC 20009

Last Day for Questions: Thursday, March 19, 2020

SOQ Due Date: **Thursday, April 2, 2020 by 10:00 a.m. EST**

SOQ Delivery Location: Department of General Services
Contracts & Procurement Division
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SECTION A EXECUTIVE SUMMARY

A.1 INTRODUCTION AND OVERVIEW

The Government of the District of Columbia (“District”), acting by and through its Department of General Services (“DGS” or “Department”) is issuing this Request for Qualifications (“RFQ”) to solicit statements of qualifications (“SOQ”) from qualified Energy Service Providers (“ESPs”, “Contractors” or “Offerors”) interested in conducting an Investment Grade Energy Audit (“IGA”) of District-owned facilities described in *Section B.3.3.1*, and entering into an Energy Savings Agreement (“ESA”) with the District.

The selected ESP will be authorized to both identify (through an IGA Contract) and implement (through an ESA Contract) building improvements, as directed by DGS, to reduce energy and related costs in facilities identified by DGS, such that annual cost savings are applied to annual payments for improvements. The ESP will implement an asset management and maintenance program to ensure that improvements are properly maintained and managed for the purpose of increasing asset life and thereby decreasing capital costs. The ESA will also improve energy efficiency, create innovation and deploy cost-savings strategies, and create local economic development opportunities through robust training and recruitment.

DGS has identified five (5) District-owned facilities described in *Section B.3.3.1*, as the priority sites for improvements. The site list serves to be representative of the DGS portfolio; however, final determination of the facilities and improvements will be determined and negotiated between DGS and the selected firm upon conclusion of the Request for Proposals (“RFP”) process.

- A.1.1** Offeror’s SOQs must meet all requirements established herein and all Offerors must hold the applicable license requirements as determined by the District’s Department of Consumer and Regulatory Affairs (“DCRA”). Failure to meet an RFQ requirement may render an Offeror’s SOQ non-responsive while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the Department’s evaluation team (“Evaluation Committee”) and be reflective of the Department’s Evaluation Committee’s scoring of an Offeror’s SOQ submission.

A.2 PROJECT DELIVERY METHOD

- A.2.1** The goal of this RFQ is to pre-qualify Offerors to receive the Request for Proposals (“RFP”) and compete for the award of one (1) qualified ESP to conduct an IGA of proposed facilities selected by the District. Based on that IGA and feedback from DGS, the ESP will implement a full range of energy and water conservation measures through an Energy Savings Agreement (“ESA”). All work will be awarded and released through individual agreements (i.e., IGA contract and an ESA).

A.2.2 The Form of Investment Grade Audit and Project Proposal Contract (“Form of IGA Contract”) and the Form of Energy Savings Agreement (“Form of ESA”), collectively referred to as “Form of Contracts” will be issued during the RFP process.

A.2.3 CONTRACT TERM

The Contract term shall be negotiated with the selected ESP.

A.3 CONTRACT DOCUMENTS

The DGS Standard Contract Provisions for Construction contracts and DGS Standard Contract Provisions for Supplies and Services contracts, included here as **Attachment A**; and such other exhibits and attachments as are incorporated into the RFQ (all such documents are referred to as “Contract Documents”). As indicated in Section A.2.2, the resulting contract(s) will be an Investment Grade Energy Audit, and will be issued during the RFP process.

A.3.1 Attachments

The following attachments are specifically made a part of, and incorporated into, this RFQ:

- Attachment A:** DGS Standard Contract Provisions – Construction Contracts
- Attachment B:** DGS Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
- Attachment C:** DGS Standard Contract Provisions (A/E Services Contract) (October 2018)
- Attachment D:** Tax Affidavit
- Attachment E:** Bidder-Offeror Certification Form to be issued by Addendum
- Attachment F:** Past Performance Evaluation Form
- Attachment G:** Utility Data for Facilities (for reference)

A.4 CONTRACTOR’S COMPENSATION

This RFQ is strictly to pre-qualify Offerors to receive the RFP and compete for the award of one (1) qualified ESP to conduct an IGA of proposed facilities; and based on that IGA, negotiate and potentially enter into an ESA. It should be noted that nothing in this RFQ should be construed as an obligation on the District or successful ESP to execute such an ESA contract. The terms and provisions of such an ESA contract shall be set forth in a separate agreement and negotiated as part of the RFP process.

A.5 SELECTION CRITERIA

SOQs will be evaluated in accordance with **Section D** of this RFQ. The following evaluation criteria will be used:

- Factor A:** Relevant Past Performance, Capacity and References (30 points)
- Factor B:** Technical Expertise and Experience (35 points)
- Factor C:** Key Personnel (20 points)
- Factor D:** Management Plan (15 points)

SECTION B SCOPE OF WORK

B.1 BACKGROUND

The District is seeking innovative ways in which to make capital investments to the DGS Portfolio to address long standing concerns such as: deferred maintenance, preventative maintenance, and asset management.

Given the competing District-wide interests and limited availability to fund all these interests, DGS, in partnership with DC Public Schools (DCPS) and Department of Energy and Environment (DOEE), would like to explore a pilot program to stand up an Energy Savings Agreement (ESA) that allow energy service providers (ESPs) to identify and implement energy and water efficiency upgrades. These upgrades are paid for through the realized, guaranteed energy savings and do not require up-front or additional budget allocations on behalf of the District government. The ESP is a private-sector contractor that audits, designs, retrofits, finances, operates, and maintains energy and water savings measures at the project site(s) over the term of the contract. The agency pays the ESP over the term of the contract from the guaranteed energy and water-related utility cost savings resulting from the project. By entering into an ESA, District government would be able to make significant capital improvements at no up-front cost, while reducing overall deferred maintenance obligations and risks.

B.2 DEFINITIONS

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

- B.2.1 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.
- B.2.2 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.
- B.2.3 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.

B.2.4 **Energy Savings Agreement (ESA):** a contract that allows federal agencies to procure energy and water savings measures with no up-front capital costs or exceed existing budgets.

B.2.5 **Energy Service Provider (ESP):** a business that develops, designs, procures, installs, arranges financing for, and performs ongoing operations and maintenance projects that save energy and water, reduce energy costs, and decrease operations and maintenance costs at their customers' facilities. ESPs act as project developers for a comprehensive range of energy and water conservation measures and assume the technical and performance risks associated with a project.

B.3 **REQUIREMENTS**

B.3.1 **PHASES**

The approach that DGS will execute has three (3) phases:

B.3.1.1 ***Phase I: Investment Grade Energy Audit and Project Development Phase***

The selected ESP will identify and evaluate cost-saving measures and define the proposed project scope, cost, guaranteed savings and cash-flow over the proposed financing term. A project scope will be developed alongside and reviewed by DGS and will present aggregated measures that can be financed through guaranteed savings. This phase will be implemented and financed at-risk by the offeror. DGS will not commit any funds to the development of the IGA. The IGA will be executed in 2-3 months.

B.3.1.2 ***Phase II: Construction/Implementation/Commissioning and Financing Phase***

An Energy Savings Agreement will be negotiated following the IGA. This establishes the project scope and costs, and provides for construction and follow-up / repairs and O&M services to be provided by the offeror during the financing term.

B.3.1.3 ***Phase III: Post-Construction Guarantee/Monitoring Phase***

After construction, the ESP will offer a variety of services to ensure savings are met, such as a savings guarantee, staff training, follow-up monitoring, repairs, and operations and maintenance services.

B.3.2 **ENERGY SERVICE PROVIDER (“ESP”) SERVICES**

The ESP must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

B.3.2.1 **Investment Grade Energy Audit and Project Development Phase**

- a. technical audit to evaluate costs and savings of a variety of energy and water-saving measures
- b. project proposal including financial analysis of project cost and cash flow
- c. measurement and verification plan
- d. commissioning plan
- e. utility bill data services to capture credits from utility bill errors
- f. financial capacity to go at-risk for all costs during this phase

B.3.2.2 Construction/Implementation/Commissioning and Financing Phase

- a. engineering design
- b. renewable energy / solar
- c. equipment procurement and purchasing
- d. construction management
- e. hazardous waste disposal or recycling
- f. educate about financing
- g. commissioning

B.3.2.3 Guaranteed/Monitoring Phase

- a. continuing repairs, and operations and maintenance for all improvements
- b. staff training on routine maintenance and operation of systems
- c. training of occupants
- d. guarantee of performance and cost savings for the entire term of the contract
- e. monitoring and verification for measurement and reporting of the performance and savings
- f. perform monitoring & verification (M&V) on an annual basis and as requested by DGS
- g. monitoring and reporting of greenhouse gas emission reductions
- h. maintaining long-term, high-efficiency performance of buildings

B.3.2.4 ESP must have the technical capability to address a broad range of systems including, but not limited to:

1. *Mechanical Systems*: heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
2. *Plants*: distribution systems, cogeneration systems, etc.
3. *Lighting systems*: indoor and outdoor lighting systems, lighting controls, daylighting strategies
4. *Renewable Energy Systems*: solar electric (PV), solar thermal
5. *Building Envelope Systems*: windows, insulation, weatherization, etc.

6. *Specialty Systems*: laundry equipment, kitchen equipment, pool systems, renewable energy systems
7. *Water and Sewage Systems*: automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
8. *LEED O&M strategies to improve O&M practices*

B.3.3 BUILDING, FACILITIES AND APPROACH

B.3.3.1 The below five (5) schools will be considered for this scope and the future RFP. DGS has identified the following facilities as priority locations for this project.

The estimated current utility spend by facility is as follows:

Portfolio	FY19 Electricity	FY19 Natural Gas	FY19 Water	Total Square Feet
Anacostia High School	\$205,534.50	\$64,717.15	\$130,791.19	210,000
McKinley High School	\$333,070.61	\$6,725.71	\$148,467.65	561,353
Wheatley Education Campus	\$142,235.58	\$10,852.93	\$91,059.91	80,000
Beers Elementary School	\$98,131.53	\$22,517.54	\$36,536.12	82,748
Patterson Elementary School	\$76,731.69	\$33,034.64	\$56,416.10	81,007
Total	\$855,703.91	\$137,847.97	\$463,270.96	1,015,108

B.3.3.3 It is the intent of the District that the proposed scope will be implemented and developed within a 24-36 month timeline. Work may be conducted in phases where the detailed scope of work can be developed at any time during the term of the performance contract.

B.3.3.4 The performance contract may be amended by DGS at any time during the initial performance contract term to address other buildings or new projects.

B.3.3.5 DGS reserves the right to reduce the scope of work, to conduct the work in phases, or to segment work in facilities based on technological improvements.

B.3.4 FUNDING SOURCES – *RESERVED [INTENTIONALLY OMITTED]*

B.3.5 INVESTMENT GRADE ENERGY AUDIT (“IGA”)

The Department will select the best-qualified ESP to conduct an Investment Grade Audit (“IGA”) for the proposed facilities selected by DGS that will result in a set of ECMs.

B.3.5.1 The IGA will include:

1. An executive summary;
2. Measures evaluated but not recommended;
3. Proposed project or measure specific baselines;
4. Energy and water conservation descriptions;
5. Existing conditions;
6. Existing deficiencies;
7. Narrative description of proposed improvements;
8. Scope of work;
9. Equipment manufacturer or type;
10. Energy savings calculations;
11. Commissioning procedure;
12. Environmental impacts;
13. Training required;
14. Operation and maintenance cost savings calculations, if any.

B.3.5.2 IGA shall also include the following schedules:

15. Equipment to be installed by ESP;
16. Description of premises;
17. Pre-existing equipment inventory;
18. Energy saving guarantee;
19. Compensation to ESP;
20. Baseline energy consumption and utility rates;
21. Savings measurement & calculation formulae;
22. Methodology to adjust baseline;
23. Construction and installation schedule;
24. Systems start-up and commissioning;
25. Standards of comfort;
26. ESP's maintenance responsibilities;
27. DGS's maintenance responsibilities;
28. Facility maintenance checklist;
29. ESP's training responsibilities;
30. Financing schedule;
31. Proposed final project cost & proposed final project cash flow analysis;
32. Estimated pre- and post-retrofit ENERGY STAR Portfolio Manager scores for facilities;
33. Proof of performance and payment bonding capability; and
34. Equipment warranties.

B.3.5.3 The ECMs and related services identified in the IGA may include but are not limited to an investment grade audit; the design, acquisition, installation, modification, maintenance and operation of existing and new equipment; and the training of DGS' personnel. These improvements are intended to reduce energy consumption and related costs associated with

the heating, ventilation and air conditioning systems; lighting systems; building envelope; hot water systems; water consumption; sewage costs; and other energy using devices. The ECMs and services will also look for savings which may not reduce consumption but are aimed at cost savings such as fuel switching; demand reductions; on-site generation; electrical sub-metering; and automated utility bill auditing, utility rate changes and distribution upgrades. ECMs must result in guaranteed minimum energy savings. The ESP will be eligible for payments based on those guaranteed minimum energy savings, linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to by DGS, will be limited to those that can be thoroughly documented and verified by the ESP and approved by the Department. Reductions in operations and maintenance costs will require the definition and quantification of baseline costs from documented operations and maintenance cost records.

B.3.6 ENERGY SAVINGS AGREEMENT (“ESA”)

The District shall have the option to negotiate an energy savings agreement (“ESA”) with the selected ESP that performed the IGA. If the District decides not to enter into an ESA with the selected ESP after the IGA has been accepted, DGS agrees to pay the fee indicated for the completed IGA report as set forth in the executed consultant services agreement.

The savings achieved by the ECMs specified in the ESA must be sufficient to cover all project costs including service maintenance costs and monitoring fees on an annual basis for the duration of the ESA. The ESA must provide that the savings in any year are guaranteed to the extent necessary to make payments under the ESA during that year. The ESP will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the ESA. Annual reconciliation of the achieved savings will be required.

SECTION C

ECONOMIC INCLUSION AND COMPLIANCE

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

C.1.1 Pursuant to D.C. Official Code § 2-218.43, in evaluating SOQs, the Department shall award preferences as follows:

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

C.1.1.1 A certified business enterprise shall be entitled to any or all of the preferences provided in this section, but in no case shall a certified business enterprise be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

C.1.2 Preferences for Certified Joint Ventures

- a) A certified Joint Venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).
- b) A copy of the certification acknowledgment letter must be submitted with the Offeror's proposal.
- c) Any vendor seeking certification in order to receive preferences under this RFQ should contact the:

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

- d) All Offerors are encouraged to contact DSLBD if additional information is required on certification procedures and requirements.

C.1.3 Verification of Contractor's Certification as a Certified Business Enterprise

C.1.3.1 Any Contractor seeking to receive preferences on this RFQ must be certified at the time of submission of its proposal. The CO shall verify the Contractor's certification with DSLBD, and the Contractor should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

- a) Any vendor seeking certification in order to receive preferences under this RFQ should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW | Suite 850N | Washington DC 20001
Tel: (202) 727-3900 | Email: dslbd@dc.gov

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

C.2 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders and policies of Government bodies.

SECTION D EVALUATION CRITERIA

D.1 Evaluation Process

The Department will select the best qualified ESP whose submission is most advantageous to the District, based upon the evaluation criteria specified below. Offeror's SOQs may be evaluated in two (2) phases. In the first phase, the Department will review the technical SOQs for qualifications. If applicable, in the second phase, the Evaluation Committee may conduct interviews with selected offerors. The Department reserves the right to conduct the evaluation in any manner considered in the best interest of the District.

D.1.1 Pre-Qualified Minimum Overall Score and Ranking

The minimum overall score to be deemed pre-qualified is set at 70 points out of 112 points; therefore, offerors who have an overall technical score of 70 points and above will be deemed pre-qualified. Out of those pre-qualified firms, only the top three (3) ESP's will be eligible to receive the RFP and allowed to compete.

D.2 Evaluation Committee

Each proposal shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official (or Contracting Officer). Based on the information submitted by the Offerors in response to this RFQ and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror whose submission is determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

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

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

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

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 10 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 SOQ Submission

Each Offeror's SOQ submission will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in *Section C.1* of this RFQ for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum total number of points possible is 112.

D.5 Technical Rating

D.5.1 The Technical Rating Scale is as follows:

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

D.5.2 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.

D.6 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 RFQ. The criteria serve as the standard against which all SOQs shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

SOQ’s will be evaluated based on the following evaluation factors in the manner described below:

D.6.1 Technical Criteria (100 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 B*. 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.

Technical Evaluation Factors	Points
Factor A: Relevant Past Performance, Capacity and References	30

Factor B: Technical Expertise and Experience	35
Factor C: Key Personnel	20
Factor D: Management Plan	15
Total	100

D.6.1.1 Relevant Past Performance, Capacity and References (30 points)

The Offeror shall exhibit a minimum of five (5) years with experience managing large public sector real estate portfolios. Offerors shall provide detailed past performance information of similar role and projects, including documented energy and water savings and reliability of equipment.

D.6.1.1a Offerors shall provide a minimum of eight (8) roles managing public sector portfolios including such roles as property manager and operator, overseeing key energy conservation equipment and products. The Offeror shall provide the following information for evaluation: (i) each client name, location and contact person name and telephone number, (ii) description of the work performed by the Offeror (iii) time period of the contract, (iv) size / type of capital utilized, and (v) total contract value. Offerors shall also provide a minimum of one (1) example of the implementation and development of an Energy Savings Agreement with a contract value equal to or greater than \$10M across a large public-sector portfolio. Of these eight (8) roles, the Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (*Attachment F*) are completed by a former client/owner and submitted on behalf of the Offeror directly to karen.araujo@dc.gov by the due date for SOQs. This sub-factor will be worth twenty (20) points.

D.6.1.1b Offeror shall describe the types of financing used for all past energy performance contracts over the last five years, including the source of funds and the potential dollar amounts currently available to finance these types of projects, and shall provide financial information, such as most recent annual report and audited financial statement. Offerors shall also provide a minimum of one (1) letter of interest from a financial partner of which the offeror has conducted business with previously. The letter of interest shall provide assurance that the financial partner has the capacity to deploy a minimum of \$10M upon completion of the IGA. This sub-factor will be worth ten (10) points.

D.6.1.2 Technical Expertise and Experience (35 points)

The District desires to engage a firm with demonstrated technical expertise and experience in the field of capital deployment, energy conservation, and asset management necessary to realize the objectives set forth in this RFQ. Offerors will be evaluated based on their demonstrated expertise and experience in:

- D.6.1.2a** Ability to deploy capital, finance, and close large public-sector led programs (\$10M+ in total capital deployed). This sub-factor will be worth four (4) points.
- D.6.1.2b** Demonstrated knowledge of and experience performing ongoing repairs, operations and maintenance of energy and water conservation measures within public facilities. This sub-factor will be worth four (4) points.
- D.6.1.2c** Demonstrated ability and experience identifying and repairing malfunctioning energy and water conservation measures within a reasonable timeframe. This sub-factor will be worth four (4) points.
- D.6.1.2d** Developing joint-governance structures with large public-sector entities. This sub-factor will be worth four (4) points.
- D.6.1.2e** Asset management and capital planning / asset reinvestment strategy including methods of analysis and assessment of existing building systems and conditions. This sub-factor will be worth four (4) points.
- D.6.1.2f** Implementing a broad spectrum of energy conservation measures in an Energy Savings Agreement structure on publicly owned facilities in which the ESP installs, maintains, or manages ECMs to improve energy efficiency. This sub-factor will be worth four (4) points.
- D.6.1.2g** Methodology for calculating baseline energy calculations and handling modifications/changes to the baseline. This sub-factor will be worth four (4) points.
- D.6.1.2h** Demonstrated ability to meet deadlines on other similar projects. This sub-factor will be worth three (3) points.
- D.6.1.2i** In good standing under any other energy savings and performance contracting program that the ESP participates or has participated in. If the Offeror is a team or joint venture of multiple companies, the evaluation panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This sub-factor will be worth four (4) points.
- D.6.1.3** **Key Personnel (20 points)**
- D.6.1.3a** The Department desires that senior personnel be assigned to this project that have experience in managing large real estate portfolios and developing energy conservation programs and completing the required work on-time and on-budget. At a minimum, the Consultant key personnel shall include: Principal; Mechanical, Electrical, and Civil Engineer; Project Manager; Auditor; Commissioning Agent; Financial Officer; and Monitoring & Verification Analyst. If other specialty consultants are required, please include their proposed roles. The Consultant will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and/or the proposed replacement. Offerors shall provide an organizational chart and table that

identifies the specific staff that will be assigned to this project, their title and specific responsibilities on the project, where the proposed key personnel will be located during the project, the time periods during which the individual will work on the project, and his or her level of effort (i.e. the percentage of time devoted to this project). Please explain how your staffing plan was developed. This sub-factor is worth ten (10) points.

D.6.1.3b Offerors shall provide comprehensive resumes for all key personnel that tie directly to each individual included in the staffing plan. The availability and relevant experience of the key individuals assigned to this project will be evaluated as part of this element. This sub-factor will be worth ten (10) points.

D.6.1.4 Management Plan (15 points)

Offerors are required to submit a management plan. The management plan should clearly explain how the offeror intends to manage the DGS portfolio both on a macro level and at an individual project level. The management plan should address how the offeror intends to complete the scope of work to be developed and specified herein and manage coordination with the Department and the contractors engaged to complete the established projects. The management plan shall describe your firm's methodology for arriving at a desired scope with DGS from assessment, to the design inception thru construction observation and repair and operations and maintenance:

D.6.1.4a Identify how each of the tasks set forth in *Section B.3* of this RFQ will be achieved. This sub-factor will be worth six (6) points.

D.6.1.4b Describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated. This sub-factor will be worth six (6) points.

D.6.1.4c The management plan should discuss and demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. In addition, the offeror shall include comprehensive templates and completed samples of the following that it shall use throughout this engagement and explain how these will be utilized by the offeror in managing the energy conservation measure portfolio and individual projects: (i) preventative maintenance checklists and schedule for a broad spectrum of ECMs; (ii) measurement & verification reports; (iii) example of key-performance indicators calculation sheet; (iv) sample of M&V report(s); and (v) a sample investment grade audit that identifies energy and/or water-saving improvements similar in nature to those that may be implemented at the properties included in this solicitation. The offeror shall discuss how these documents have been used by the offeror in the past. In addition, the Management Plan shall outline what documents and files the Consultant will maintain in managing the Department's portfolio. This sub-factor is worth three (3) points.

D.6.1.5 CBE Preference (12 points)

The remaining twelve (12) points will be awarded based on the Offeror status as a Small Business Enterprise (“SBE”)/Certified Business Enterprise (“CBE”) as outlined in *Section C.1.1* of this RFQ.

D.6.1.6 Total Points (112 Points Maximum)

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

SECTION E

ORGANIZATION, SUBMISSION, PROCEDURES, AND PROTESTS

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

E.1 SOQ Submission Identification

SOQ submissions shall be proffered in five (5) copies: one (1) original and four (4) copies. An electronic copy of the complete original SOQ shall be provided on a USB flash drive. The Offeror's original SOQ shall be placed in a sealed envelope conspicuously marked: "SOQ Submission in Response to RFQ No. DCAM-20-NC-RFQ-0002 "Energy Savings Agreement Program."

E.2 Delivery or Mailing of SOQ Submission

SOQ's shall be delivered or mailed to:
Department of General Services
Contracts & Procurement Division
Frank D. Reeves Municipal Center
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Attn: George G. Lewis, CPPO c/o Karen Araujo

E.3 Date and Time for Receiving SOQ Submissions

The Due Date for SOQ submissions is at **10:00 a.m. on April 2, 2020**. The Offeror assumes the sole responsibility for timely delivery of its SOQ submission, regardless of the method of delivery.

E.4 SOQ Submission Size, Organization and Offeror Qualifications

Offeror's SOQ submission must incorporate a Table of Contents, and each page of the proposal must be numbered consecutively. SOQs 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, Capacity and References; Relevant Technical Expertise and Experience; and Project Team Qualifications and Resumes, Key Personnel; and Management Plan) separated by tabs. The proposal (excluding resumes and/or any exhibits) should be no more than a hundred fifty (150) pages in its entirety. The official name of the firm submitting the proposal must appear on the outside front cover of each binder.

Telephonic, telegraphic, and facsimile proposal submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The SOQ shall be organized as follows:

E.4.1 Technical SOQ Submission

Offerors are advised that the SOQs should include specific information that will demonstrate the qualifications and experience required by this RFQ. Offerors shall be aware that DGS reserves the right to conduct an independent investigation of any information, including prior experience, identified in a proposal by contacting project references, accessing public information, contacting independent parties, or any other means. DGS also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's proposal. The technical SOQ submission shall be organized, as follows:

E.4.1.1 Executive Summary

Each Offeror should provide a summary of no more than three (3) pages of the information contained in **Section E.4.1.2**.

E.4.1.2 General Team Information and Firm(s) Data

Identify the full legal name the prime contractor. The prime contractor is defined as the Offeror that will serve as the prime/general contractor who will execute the ESA with DGS. Each Offeror should provide the following information for the contractor and each of its sub consultants.

- A. Name(s), address (es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age.
 - ii. Firm history (ies).
 - iii. Firm size(s).
 - iv. Areas of specialty/concentration.
 - v. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Department and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a proposal to this RFQ need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Contractor.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
 - iv. Experience that the key team members have working together.

E.4.1.3 Relevant Past Performance, Capacity and References

Each Offeror should submit Technical Expertise and Experience as set forth in *Section D.6.1.1* of this RFQ.

E.4.1.4 Technical Expertise and Experience

Each Offeror should submit Technical Expertise and Experience as set forth in *Section D.6.1.2* of this RFQ.

E.4.1.5 Key Personnel

Each Offeror should submit Technical Expertise and Experience as set forth in *Section D.6.1.3* of this RFQ.

E.4.1.6 Management Plan

Each Offeror should submit Technical Expertise and Experience as set forth in *Section D.6.1.4* of this RFQ.

E.4.1.7 The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (*Attachment F*) are completed by a former client/owner and submitted on behalf of the Offeror directly to karen.araujo@dc.gov by the due date for SOQs.

E.4.1.8 If the Offeror is a team or joint venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

E.4.2 Price - *Reserved*

Pricing will not be solicited under this RFQ.

E.4.3 Bidder-Offeror Certification Form

Each Offeror shall complete and submit the Bidder-Offeror Certification Form, to be issued by Addendum as *Attachment E*. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

E.4.4 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of *Attachment D*. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District government.

E.4.5 SBE Subcontracting Plan (if required by law) - *Reserved*

E.4.6 First Source Employment Agreement - *Reserved*

E.5 Contact Person

For information regarding this RFQ please contact:

Karen Araujo | Contract Specialist

Department of General Services

2000 14th Street NW | 4th Floor | Washington, DC 20009

Tel: (202) 545-3035 | Email: karen.araujo@dc.gov

E.5.1 Questions should be directed to Karen Araujo at the email address listed in this **Section E.5** no later than close of business on March 19, 2020. The person making the request shall be responsible for prompt delivery.

E.6 Pre-Qualification Conference

E.6.1 DGS will hold a pre-qualification conference for potential Offerors on March 12, 2020 at 1:00 P.M. The pre-qualification conference will be held at the **Department of General Services, Reeves Municipal Center, located at 2000 14th Street NW | 6th Floor DPW Conference Room| Washington, DC 20009**. Prospective offerors will be given an opportunity to ask questions regarding this RFQ 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.

E.6.1.1 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. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting SOQs, 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.

E.7 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFQ and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFQ and amendments, addenda or revisions, or otherwise desire an

explanation or interpretation of the RFQ, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFQ shall be furnished promptly to all other Offerors as an amendment or addendum to this RFQ if in the sole discretion of the Department that information is necessary in proffering proposal submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

E.8 Protests

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

E.9 Contract Award

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Award will be made to the responsive and responsible Offeror and the most advantageous to the Department considering technical merit and other factors.

E.10 Retention of SOQ Submissions

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

E.11 Examination of SOQ Submissions

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

E.12 Late SOQ Submissions and Modifications

- A. Any SOQ received at the office designated in this RFQ after the exact time specified for receipt shall not be considered.
- B. Any modification of a SOQ submission is subject to the same conditions as in **Section E.12.A** stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the proposal submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this RFQ to the contrary, a late modification of an otherwise successful SOQ submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. SOQs shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of SOQs.

E.13 No Compensation for Preparation of SOQ

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposal submissions submitted in response to this RFQ, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

E.14 Rejection of SOQ Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all SOQs.
- B. To reject SOQs that fail to prove the Offeror's responsibility.
- C. To reject SOQs that contain conditions and/or contingencies that in the Department's sole judgment, make the SOQs indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any SOQs provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the SOQs of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such proposal for this RFQ.
- G. To reject SOQs that indicates a lack of understanding of any aspect of the scope of work of this RFQ.
- H. To reject SOQs that are deemed non-responsive.

E.15 Limitation of Contracting Authority

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

E.16 Non-Responsive SOQs

- A. Certification. The Department may consider a SOQ non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.

- B. Exceptions. The Department may consider a SOQ non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions.
- C. Core Competency. The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

SECTION F INSURANCE

F.1 The insurance requirements described below are obtained from the District of Columbia Office of Risk Management (“ORM”) and shall be incorporated in the future RFP. All offerors shall be familiar with the insurance requirements.

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.

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

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. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor's, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
5. 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.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and

disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
10. 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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. 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.

11. 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) \$10,000,000 per occurrence and \$10,000,000 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.

Construction Projects Controlled by the District – If Applicable During Construction Phase

For construction projects controlled by the District, the District will procure the following policies with the District listed as the first named insured. Since the District will control the placement of the policies, the District should not contractually bind itself to secure coverage broader than the minimum that satisfy the interests of the Contractor.

Builders Risk – The District shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an "all risk", special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordinance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils at the discretion of the District and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

At the discretion of the District, builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Contractor, Subcontractors and Sub – subcontractors in the project.

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:

Franklin Austin c/o Karen Araujo

Chief | Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 4th Floor | Washington, DC 20009

Tel: 202.545.3035 | Email: Karen.Araujo@dc.gov

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

- 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.