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**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES
REQUEST FOR QUALIFICATIONS (RFQuals)
Solicitation Number: [DCAM-21-NC-RFQuals-0001](#)**

DEVELOPMENT OF SOLAR POWER GENERATION SYSTEM PROJECTS

Solicitation Issue Date: Friday, August 14, 2020

Pre-Qualification Conference: Monday, August 24, 2020 at 2:00 P.M. EST

WEBX WEBINAR MEETING LINK

[DGS DCAM-21-NC-RFQuals-0001 Pre-Proposal WebX](#)

MEETING NO

160 060 9444

PASSWORD

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Last Day for Questions: Thursday, August 27, 2020

SOQ Due Date: Wednesday, September 23, 2020 by 2:00 P.M. EST

SOQ Delivery Information: Section [E.8.1] Wednesday, September 23, 2020 At 2:00 P.M. Electronic Submission via Email: DGS.GOODS-SERVICES@DC.GOV

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SECTION A EXECUTIVE SUMMARY

A.1 INTRODUCTION AND OVERVIEW

The Government of the District of Columbia (the “District”) acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement (“C&P”), collectively (the “District”), is issuing this Request for Qualifications (“RFQs”) to solicit Statements of Qualifications (“SOQs”) from qualified on-site solar electric power (“Photovoltaic” or “PV”) Project Developers (the “Offerors”) who are interested in the *Development of Solar Power Generation System Projects* at various facilities within the District’s real estate portfolio as generally described in **Section [B] Scope of Work**. It is contemplated that the work required for these projects will be further detailed and released through competitively awarded Power Purchase Agreements (“PPA(s)”) issued pursuant to Basic Ordering Agreements (“BOA(s)”) which will ultimately be awarded through this procurement.

A.1.1 The selected PV Developers will in general be authorized to provide turn-key solar system development, including design, construction, interconnection, operation, maintenance, community solar program operations, and PPA administration for the purpose of deploying renewable energy to combat climate change, creating innovation, and realizing long-term cost savings. The District contemplates grouping sites into bid bundles (“Bundles”) that will achieve broad competitive appeal. The Bundles may range in sizes of small, medium and large-sized solar projects. It is the Department’s intent to purchase from the awarded Contractor(s) (PV Developers), all electricity generated by the systems on an on-going basis. Ultimately, the Department’s goal is to both reduce its energy consumption from existing energy sources and to lower its overall energy costs.

A.1.2 Offeror’s statement of qualifications (“SOQs”) must meet all requirements established by this RFQs 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 RFQs requirement may render an Offeror’s SOQ non-responsive, while the extent to which an Offeror meets or exceeds an RFQs requirement will be rated by the Department’s evaluation committee (“Evaluation Committee”) and reflective of the Evaluation Committee’s scoring of Offeror’s SOQs submissions.

A.2 PROJECT DELIVERY METHOD

A.2.1 The goal of this RFQs is to establish a roster of pre-qualified Contractors/PV Developers that can quickly compete for the Department’s Solar Development Projects as they arise. Each such Contractor will be required to enter into a Basic Ordering Agreement (“BOA”) that will set forth the general terms and conditions of the process as well as establish the method by which Power Purchase Agreement(s) (“PPAs”) for specific projects will be competed and awarded. Offerors should note, however, that the BOA will not authorize any specific work or constitute a guarantee

that any work will be assigned to a Contractor. *Any and all work will be authorized and released through the competitively awarded PPAs.*

A.2.2 *The Form of BOA (“Form of Contract”) will be issued by addenda to this solicitation.* Offerors should carefully review the Form of Contract (BOA) when preparing their SOQ submission. Offerors should note that the Form of Contract *will not* authorize any specific work or constitute a guarantee that any work will be assigned to a Contractor. To the extent there are any inconsistencies between this RFQs and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their SOQ Submissions premised upon entering into a Contract that is substantially similar to the Form of Contract formally titled the Basic Ordering Agreement (BOA).

A.2.2.1 As the Department’s managed and or District’s owned and operated properties become available for solar development projects, the Department will issue Requests for Power Purchase Agreement Proposal(s) (“RFPPAP(s)”) to multiple pre-qualified Contractors/PV Developers holding a BOA as a result of this solicitation.

A.2.2.2 The Scope of Work **Section [B]** provides generalized detail of the overall project goals; however, the work will be assigned as follows: The Pre-qualified BOA holders shall be prepared to compete for the work as further described in the project specific RFPPAP(s). The BOA Contract holders will be provided with an opportunity to walk the project site(s) with the Department’s representatives in order to better understand and clarify the site-specific scope. Each such BOA Contractor will then be required to submit a proposal with a PPA price offer for the proposed work, as described in the RFPPAP(s). The amount of time that BOA Contractors will be given to submit proposals under the RFPPAP(s), will depend on the specifics of each individual project. The Department will make award for each such project primarily based on price proposals and consideration of other technical factors as it deems appropriate, to include differences in scope and/or proposed design equipment, and materials. Each RFPPAP(s) will detail the award criteria for each such project. The successful RFPPAP Offeror will be awarded a project specific PPA. It is contemplated that each PPA will have a term of fifteen (15) to twenty (20) years outside of the BOA term, contingent on approval by the Council of the District of Columbia.

A.2.3 BOA Term

The Indefinite Delivery / Indefinite Quantity (“ID/IQ”) type BOA shall have a Base Term (up-to a twelve (12)-month period) and include the option to extended term for up-to four (4), one (1)-year Option Periods. In no event shall the Base Term and all Option Periods total more than five (5) years, unless prior to the expiration of a contract, the Chief Procurement Officer (“CPO”) determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with **Title 27, Chapter 47 of the DCMR.**

A.3

DEPARTMENT OF GENERAL SERVICES STANDARD CONTRACT DOCUMENTS

The BOAs and resulting, awarded PPAs will incorporate (i) the terms of the Department of General Services, Standard Contract Provisions (A/E Services Contract) (October 2018) as applicable to the design phases only – **Attachment A**, (ii) the Department of General Services Standard Contract Provisions for (Construction Contracts) terms which apply only to the construction phase of the contemplated projects – **Attachment B** and finally (iii) the Department of General Services, Standard Contract Provisions for Supplies and Services Contracts, included here as **Attachment C**; and such other exhibits and attachments as are incorporated into the RFQuals (all such documents are referred to as “Contract Documents”). As indicated in **Section A.2.1**, the resulting, awarded Contract(s) will be Power Purchase Agreements (“PPA(s)”) and will be issued during the RFPPAP(s) process, **Section [A.2.2.2]**.

A.3.1

Attachments

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

- Attachment A:** Department of General Services Standard Contract Provisions (A/E Services Contract) (October 2018) as applicable to the design phases only.
- Attachment B:** Department of General Services Standard Contract Provisions (Construction Contracts), as applicable to the construction phases only.
- Attachment C:** Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
- Attachment D:** Certificate of Citywide Clean Hands
- Attachment E:** Bidder-Offeror Certification Form 26-February-2020
- Attachment F:** Past Performance Evaluation Form
- Attachment G:** DOES EEO Policy Agreement & Report

A.4

CONTRACTOR’S COMPENSATION

The purpose of this RFQuals is strictly to pre-qualify Offerors to enter into a BOA, to compete in RFPPAPs as District Project sites become available for solar development. It should be noted that nothing in this RFQuals should be construed as an obligation on the District. The terms and provisions of such future PPA Contract(s) shall be set forth in a separate agreement and negotiated as part of the RFPPAP process – **Section [A.2] Project Delivery Method**.

A.5 SELECTION CRITERIA

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

- Factor A:** Relevant Past Performance, Capacity and References (45 points)
- Factor B:** Relevant Technical Experience & Expertise of the Contractor’s Proposed Key Personnel & Staffing Strategy (20 points)
- Factor C:** Project Management Plan and Schedule (20 points)
- Factor D:** Financing and Bonding Capacity (15 points)

TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE 100

A.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFQuals is designated only for certified business enterprises (“CBEs”) under the provisions of the “Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as CBEs at the time of the SOQ’s/Proposal Submission Deadline are eligible.

A.6.1 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 RFQuals may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

A.6.1.1 For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with **Section [C.2]**.

A.6.1.2 A Subcontracting Plan will be required and incorporated as part of the awarded BOA and PPA award processes.

A.6.2 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) Notwithstanding **Section [C.2] Mandatory Subcontracting Requirements**, for all contracts in excess of \$250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.
- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this **Section [A.6.2]**, the requirements of **Section [C.2]** shall remain in effect.

IMPORTANT NOTICE: Contracts & Procurement will notify bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement website. It is the potential Bidder's responsibility to frequently visit the Procurement's website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain Addenda once they have received a copy or downloaded a copy of the solicitation.

SECTION B SCOPE OF WORK

B.1 BACKGROUND

In general, the Pre-Qualified Contractor/PV Developer, awarded a BOA, who competes for and is awarded a site specific PPA through the RFPPAP process shall provide at no upfront cost to the District, turn-key PV System development including, design, construction, interconnection, operation, maintenance, community solar program operation (if applicable), and power purchase agreement administration for the awarded bundle. The awarded PPA Contractor will have the option to retain all, or a portion of the Solar Renewable Energy Credits (SRECs) that are generated from these projects. Pursuant to the terms and conditions of the applicable PPA, the District will purchase electricity generated by the Systems once they become commercially operational. Ultimately, the Department's goal is to both reduce its energy consumption from fossil fuel sources and to lower its energy costs.

B.1.1 The projects awarded pursuant to the RFPPAP process and issued under a PPA, will involve pre-design engineering studies of the sites, confirmation of the solar potential, and the design and specification of appropriate systems. The awarded PPA Contractor will complete the final design and construct the systems while meeting the requirements of the District. The PPA Contractor shall be required to provide all of the labor, supplies, materials, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required as stipulated in the RFPPAP and all else necessary to perform all work described hereunder including all applicable year-over-year service cost increase due to market variable and applicable US Department of Labor Wage Determinations, D.C. Living Wage increase and or Davis Bacon wage rates (where applicable to the construction phase of the awarded projects).

B.2 DEFINITIONS

B.2.1 These terms when used in this RFQals have the following meanings:

B.2.1.1 **Bundles:** Groups or collections of District sites (or properties) that will be covered under an awarded PPA.

B.2.1.2 **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.2.1.3 **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.2.1.4 Contractor: The individual, firm, company, corporation, partnership, or combination thereof, contracting with the Department to perform the contract work. The Contractor is one of the parties to the Basic Ordering Agreement and or Power Purchase Agreement (PPA).

B.2.1.5 Power Purchase Agreement (“PPA”): is a long term contract or arrangement in which a third-party developer builds, owns, operates, and maintains a photovoltaic (PV) system, and a host customer agrees to site the PV system on its property and purchases the system's electric output from the solar services provider for a predetermined period.

B.3 PPA AWARD METHOD

As District owned, operated, and the Department managed properties become available for solar development, the Department will issue a Request for Power Purchase Agreement Proposal(s) (“RFPPAP(s)”) to multiple Pre-Qualified Contractors /PV Developers, each of whom was awarded a BOA. The Contractor should be prepared to compete for the work as further described in the project specific RFPPAP(s). The Contractor will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the scope. Each such Contractor will then be required to submit a proposal with its PPA price offer for the proposed work, as described in the specific RFPPAP(s). The amount of time that Contractors will be given to submit proposals under the RFPPAP(s) will depend on the specifics of each individual project. The Department will make award for each such project, primarily based on price proposals; however, the Department reserves the right to consider non-price related factors when making such decisions and will also consider differences in scope and/or proposed design, equipment, and materials. RFPPAP(s) will detail the award criteria for each project. The successful RFPPAP Offeror will be awarded a project specific PPA. It is contemplated that each individual PPA(s) will have a Contract term of fifteen (15) to twenty (20) years outside of the BOA’s term.

B.3.1 Quantities. It should be understood by the BOA Contract holders that the Department makes no guarantees as to the exact number of projects or the deal structures that will be requested in the RFPPAP(s). Solar development will be procured via RFPPAP(s) on an as-needed basis. The Department may, over the term of the BOA, compete multiple RFPPAP(s) as exclusively determined by the needs of the Department.

B.3.1.1 The potential capacity for solar power generation across the District portfolio fluctuates and such information will be discussed in the discovery phase of the RFPPAP(s). The sites will be grouped into Bundles to achieve the best value pricing for the District given considerations for technology, system size, geography, unique contracting requirements, etc. and to create Bundles that will achieve broad competitive appeal.

B.4 GENERAL REQUIREMENTS

B.4.1 Reporting. The contractor shall provide by August 30th of each year an annual report, in Microsoft Excel format summarizing the monthly solar power generation during the previous Contract year. The BOA contractor shall provide at no cost to the Department direct API access to daily and 15-minute interval solar PV generation data for each solar array.

B.4.2 Non-Emergency Response Time. The PPA Contractor/PV Developer shall arrive on-site for non-emergency service requests within forty-eight (48) hours from date the request was made by the COTR or his/her designee unless otherwise directed by the COTR and or his/her designee.

B.4.3 Emergency Response Time. The PPA Contractor/PV Developer shall return all emergency calls within fifteen (15) minutes and arrive on-site within two (2) hours from COTR notification of emergency service requests. It is the contractor's responsibility to provide the COTR with a minimum of two (2) designated individuals to serve as emergency points of contact for the Department in the event that an emergency service need arises. The POC information shall include at a minimum: contact names, phone numbers, and email addresses. The PPA Contractor/PV Developer shall provide the COTR updated POC information as staffing changes occur.

B.5 CONSTRUCTION AND MAINTENANCE REQUIREMENTS

The Department will make no representations with respect to the accuracy or completeness of any of the information provided during the RFPPAP process regarding the sites, including their suitability. The PPA Contractor/PV Developer take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing their proposals. Such assessment of the sites and their conditions shall be performed by the PPA Contractor/PV Developer at its own cost. Neither the Department nor the District is responsible for compensating The PPA Contractor/PV Developer for such work.

B.5.1 The PPA Contractor/PV Developer shall make every effort to perform all construction, maintenance, and repair services during the designated business hours of 6:00 a.m. until 8:00 p.m. Monday through Friday, excluding Government Holidays. The Department may at its discretion, provide access to the equipment during non-business hours as necessary. The PPA Contractor/PV Developer shall request approval from the COTR, in advance and in writing for all non-emergency service repairs that require facility access outside the designated business hours as specified herein.

B.5.2 Contractor Availability

The PPA Contractor/PV Developer shall be available to respond by phone and dispatch Service Representatives, twenty-four (24) hours a day, seven (7) days a week. The PPA Contractor/PV Developer must provide a method whereby the PPA Contractor/PV Developer can be readily contacted twenty-four (24) hours a day, seven

(7) days a week. The PPA Contractor/PV Developer shall return all non-emergency calls within four (4) hours and emergency calls shall be returned within fifteen (15) minutes.

B.5.3 Scheduling

All work shall be scheduled by agreement with the COTR and or his/her designee. The PPA Contractor/PV Developer shall confirm scheduling with the COTR or his/her designee prior to the commencement of work. Violations of this requirement may result in denied access or orders to “stop-work”, and permission to resume only after rescheduling occurs. Should such violation occur, all additional cost shall be the contractor’s responsibility.

B.5.4 Work Site & Safety Standards

The PPA Contractor/PV Developer shall adhere to all safety standards as defined by District code and the RFPPAPs.

B.5.4.1 The PPA Contractor/PV Developer shall keep all driveways, loading areas, entrances and servicing premises clear and available to District employees, the public and emergency vehicles at all times.

B.5.4.2 The PPA Contractor/PV Developer shall not use these areas for parking or storage of Materials.

B.5.4.3 The PPA Contractor/PV Developer shall schedule all deliveries to minimize use of driveways and entrances.

B.5.4.4 The PPA Contractor/PV Developer shall schedule and conduct the work with the least interference to facility operations.

B.5.4.4.1 When interruption of facility operations is unavoidable, the contractor shall coordinate the service schedule with the COTR and or Designated Representative in advance.

B.6 TECHNICAL REQUIREMENTS

B.6.1 All solar power generation systems proposed under the RFPPAP must conform to industry best practices and the requirements that will be described in detail in the individual RFPPAP(s), and any addenda issued as a result of site walks. Each contractor shall meet the technical requirements, and its pricing must be based on the RFPPAP specifications.

B.6.2 PPA Structure Requirements

The Department may consider alternate structures for the Bundles. The PPA Contractor/PV Developer are therefore encouraged to suggest innovative structures for the Department’s consideration that may offer cost savings and other advantages to the District. The type of PPA structure or method selected by the Department for the Bundle will ultimately be determined by the PPA.

B.6.3

Terms and Conditions

The PPA Contractor/PV Developer are advised that the Department's form of PPA(s) will be non-negotiable and the District, in its sole discretion, reserves the right to modify such PPAs at any time, throughout the life of the agreement by contract modification:

- (i) The PPA will include such provisions as are required to comply with the budgetary laws applicable to the District of Columbia. Among other things, this will require a provision which provides that all payments and or the District's financial obligations under the PPA shall be subject to budget appropriation.
- (ii) The PPA will be structured in such a way that it will not be considered a capital lease. Among other things, this will require that the term of the PPA not be more than 75% of the useful life of the generating assets.
- (iii) The District shall not provide any financial security (i.e., letter of credit, guarantee, etc.) to secure its obligations under the PPA.
- (iv) The District will not indemnify any party as part of the PPA or otherwise.
- (v) The prices established in the PPA will not be subject to adjustment during the term of the PPA, other than any agreed upon escalation provided for in the PPA, including, but not limited to, any changes to the selected developer's costs as a result of state or Federal incentives, tax credits, bonus depreciation or similar items that are not achieved or received.
- (vi) The PPA will provide for liquidated damages in the event that the project does not begin commercial operations in accordance with the agreed upon schedule. Such liquidated damages must be guaranteed by a parent guarantee, letter of credit or other security acceptable to the Department.
- (vii) The Department reserves the right to terminate consideration or negotiations if the Offeror makes significant changes to its key internal or external team members during or after negotiation of the PPA.

B.7

CONFORMANCE WITH LAWS INCLUDING LICENSING, ACCREDITATION AND REGISTRATION

It shall be the responsibility of the PPA Contractor/PV Developer to perform its obligations 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. Each selected developer and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia and federal laws, including those relating to the licensing, accreditation, and registration.

B.7.1

Licenses, Permits and Certifications

The PPA Contractor/PV Developer shall possess and maintain throughout the term of the BOA and any awarded PPA, valid specialty licenses and or certifications required to maintain certified to design, construct, install, and operate solar photovoltaic arrays and systems.

B.7.2

Time is of essence with respect to the implementation of these solar energy projects. The District cannot anticipate when each such project will begin commercial operations; these matters will be defined by each such individual RFPPAP(s) and determined and structured within the awarded PPA.

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 and during the RFPPAP process, the Department shall award preferences as follows:

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

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 twelve (12) points or a reduction in price of more than twelve (12%) percent.

C.1.2 Preferences for Certified Joint Ventures – *RESERVED [Intentionally Omitted]*

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 RFQs 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 RFQs 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 MANDATORY SUBCONTRACTING REQUIREMENTS

- C.2.1** In accordance with **Section [A.6.2]**, all contracts in excess of \$250,000, at least **50%** of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- C.2.2** If there are insufficient SBEs to completely fulfill the requirement of **Section [C.2.1]** above, then the subcontracting may be satisfied by subcontracting **50%** 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.
- C.2.3** 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 [C.2.1] and [C.2.2]**.
- C.2.4** Except as provided in **Sections [C.2.5] and [C.2.7]**, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least **50%** of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than **50%** of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- C.2.5** 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, **50%** 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.
- C.2.6** Each CBE utilized to meet these subcontracting requirements shall perform at least **50%** of its contracting effort with its own organization and resources.
- C.2.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least **50%** of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.3 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- C.3.1** 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:

- C.3.1.1** 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.
- C.3.2** 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
- C.4** **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**
- C.4.1** 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).
- C.4.2** 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.
- C.4.3** 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.
- C.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- C.4.5** 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.
- C.4.6** 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.
- C.4.7** 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.
- C.4.8** 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.

C.4.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

C.4.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

SECTION D

SOQ EVALUATION CRITERIA

D.1 SOQ EVALUATION PROCESS

The Department shall evaluate Offeror's SOQ Submissions and any best and final offers in accordance with the provisions of this **Section [D]** and the Department's Procurement Regulations.

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 100 possible Technical points; therefore, offerors who have an overall technical score of 70 points and above will be deemed pre-qualified.

D.2 SOQ EVALUATION COMMITTEE

Each SOQ Submission shall be evaluated in accordance with this **Section [D]** by the 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 RFQs and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose Submissions are determined to be pre-qualified.

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 7 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 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 RFQs for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum total number of points possible is 112. BOAs will be awarded to the selected pre-qualified contactors with minimum evaluated scores of 60 points.

D.5 SOQ TECHNICAL RATING

D.5.1 The Technical Rating Scale is as follows:

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

D.5.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation category 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 category. For example, if an evaluation category 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 category is 4/5 of 40 or 32.

If subcategories 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 category

has a point value range of zero (0) to forty (40) points, with two subcategories 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 category 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 SOQ EVALUATION CRITERIA

The SOQ Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular RFQs. 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. Each offeror’s proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in the Table identified in **Section [D.5.1]**. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below which outline the evaluation categories.

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

D.6.1 Technical Criteria (100 Points Maximum)

These factors consider the Offeror’s experience of past performance, key personnel, expertise, and implementation plans 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 CRITERIA	POINTS
Factor A: Relevant Past Performance, Capacity and References	45
Factor B: Relevant Technical Experience & Expertise of the Contractor’s Proposed Key Personnel & Staffing	20
Factor C: Project Management Plan and Schedule	20
Factor D: Financing and Bonding Capacity	15
TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE	100

D.6.1.1 Relevant Past Performance, Capacity and References (45 points)

The Department desires to engage Solar Contractors with the experience necessary to realize the objectives set forth in **Section [B]** of the RFQs. This component of each Offeror will be evaluated based on the following:

- (i) The Offeror shall demonstrate experience completing rooftop and canopy solar photovoltaic (PV) systems of at least 10kW in size. The Offeror shall

also include experience integrating battery storage with solar PV projects of at least 10kW in size.

- (ii) Offeror shall demonstrate its experience delivering rooftop and canopy solar photovoltaic (PV) projects of at least 10 kW in size on-time and on-budget.
- (iii) The Offeror shall demonstrate experience constructing solar PV projects in an urban setting, including an understanding of key challenges, as well as proposed solutions to urban solar construction.
- (iv) The Offeror shall demonstrate experience constructing solar PV projects that demonstrate innovative design.
- (v) The Offeror shall demonstrate experience constructing solar PV projects on a new building under construction, as well as constructing solar PV projects as a retrofit installation on an existing building.
- (vi) The Offeror shall demonstrate knowledge of the local regulatory agencies and Code Officials. The Offeror shall also demonstrate knowledge and experience of, and access to, the local subcontracting market.
- (vii) The Offeror shall demonstrate knowledge of, and experience with, community solar and associated subscriber management. The Offeror shall demonstrate its strategy and capacity to manage community solar subscribers on behalf of the Department.
- (viii) The Offeror shall demonstrate experience executing and administering power purchase agreements and solar site leases, including structures and capacities.
- (ix) The Offeror shall implore a minimum of three (3) of its current and or recent clients to complete and submit directly to the Department a past performance evaluation substantially in the form of **Attachment F**. The Evaluator shall complete the form in its entirety and provide any additional narrative requires based on the ratings as provided in the instructions. Completed forms shall be signed and returned to the Contracts & Procurement Division via email at: DGS.GOODS-SERVICES@DC.GOV

D.6.1.1.1 The past performance assessment will assess the confidence in the offeror's/subcontractor's ability (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as any subcontractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the offeror's/the critical subcontractors' demonstrated record of contract compliance in supplying services and products and that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent

submitted contracts, but the Government is not bound by the offeror's opinion of relevancy.

D.6.1.2 Relevant Technical Experience & Expertise of the Contractor's Proposed Key Personnel & Staffing Strategy (20 points)

The Department desires that the proposed Contractor assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. They should have a demonstrated ability to deliver projects that meet contract obligations. The availability and experience of a Contractor's Key Personnel (and other key staff) assigned to this contract will be evaluated as part of this element. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Installation Project Manager; and (iii) the Operations & Maintenance Project Manager.

D.6.1.2.1 Please provide a table that identifies the specific staff that will be assigned to this Contract. The table should include: (i) the individual's name; (ii) his or her title; (iii) project experience; This table should include all personnel that will be assigned to the project. Additionally, the Offeror shall provide resumes for each other key staff member on the team, detailing each person's role, relevant experience, and anticipated workload during the Contract Term and (iii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in **Sections [B.4] thru [B.7]** include but not limited to, any applicable licensing and accreditations.

D.6.1.2.2 The Offeror's personnel must have the experience and, to the extent applicable, licenses to perform the required work. To that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. The positions listed below are considered to be key personnel "Key Personnel". The Contractor shall provide staff who, at a minimum, meet the listed qualifications. Each such individuals resume should represent a body of work in the field of PV development demonstrating the expertise, knowledge base and success rate.

1. **Project Executive**: shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The Project Executive shall have (i) a minimum of five (5) years of experience in the delivery of solar PV services similar in nature, scope and complexity as the Services described herein.
2. **Installation Project Manager**: shall have a minimum of three (3) years of experience with providing solar PV engineering, procurement, and construction services similar in nature, scope and complexity as the Services described herein.
3. **Operations & Maintenance Project Manager**: shall serve as the COTR's primary point of contact for dispatching crews and equipment. This person

shall have (i) a minimum of two (2) years of experience of dispatching crews and equipment providing solar PV operations & maintenance services similar in nature, scope and complexity as the Services described herein.

D.6.1.3 Project Management Plan and Schedule (20 points)

Offerors are required to submit a management plan. The management plan should clearly explain how the offeror intends to manage the Department 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 Department from assessment, to the design inception thru construction observation and repair and operations and maintenance:

D.6.1.3.1 An overall project schedule and development plan based on a hypothetical Bundle of five (5) solar sites. The submission should demonstrate the Offeror's methodology for management of multiple projects with concurrent construction timelines.

D.6.1.3.2 Describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated.

D.6.1.3.3 Offerors will be evaluated based on their demonstrated experience in bringing solar energy projects with collective generation capacity of at least 10kW to commercial operations. In addition, Offerors shall demonstrate experience of the team's senior management personnel in structuring such projects and bringing such projects into commercial operations on time. 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. In addition, the Management Plan shall outline what documents and files the Consultant will maintain in managing the Department's portfolio.

D.6.1.4 Financing and Bonding Capacity (15 points)

Offerors are required to submit with their proposal a description of the financing sources that would be used and the bonding capacity available for construction. The Offeror will be evaluated based on its financial stability and ability to provide timely financing. Offerors should address in detail their anticipated funding for the project as well as their prior experience with any proposed financing partners on comparable projects. Offerors should detail why their proposed financing plan would offer the best value to the District.

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 RFQs.

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.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Criteria A: Technical Evaluation	100
Criteria C: DSLBD CBE Preference Points	12
TOTAL MAXIMUM POINTS ALLOWABLE	112

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 RFQs for further explanation.

E.1 CONTRACT AWARD

E.1.1 BOA CONTRACT AWARD

The Department intends to award multiple Basic Ordering Agreements (BOA(s)) resulting from this Request for Qualifications (RFQs) to the responsive and responsible Offeror[s] whose SOQ(s) conform to the solicitation and will be determined pre-qualified based on a technical evaluation score of 70 or more points in accordance with the technical factors specified in this solicitation.

E.1.2 Selection of Negotiation Process - *RESERVED [Intentionally Omitted]*

E.2 STATEMENT OF QUALIFICATIONS ORGANIZATION AND CONTENT

E.2.1 *The procurement of these services will be conducted electronically*; proposal shall be submitted via email to the Contract Specialist of record, Domonique L. Banks at DGS.GOODS-SERVICES@DC.GOV. To be considered, an Offeror shall submit all required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not be accepted.***

E.3 SOQ SUBMISSION SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS

Offeror's SOQ submission ***must be*** organized and prepared as follows:

- i. Table of Contents;
- ii. each page of the proposal must be numbered consecutively;
- iii. Proposals shall be typewritten in 12-point font size;
- iv. on 8.5" by 11";
- v. with each section separated (i.e., ***(a)*** Relevant Past Performance, Capacity and References, ***(b)*** Relevant Technical Experience & Expertise of the Contractor's Proposed Key Personnel & Staffing; ***(c)*** Project Management Plan and Schedule; ***(d)*** Financing and Bonding Capacity.

The proposal (excluding resumes and/or any exhibits) should be no more than seventy-five (75) pages in its entirety. **Please note that each attachment is limited to a maximum size of 25 MB. Contractors are permitted to deliver all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be consider.**

NOTE: 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.3.1 Technical SOQ Submission

Offerors are advised that the SOQs should include specific information that will demonstrate the qualifications and experience required by this RFQuals. Offerors shall be aware that the Department 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. The Department 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 inclusive of the following:

E.3.1.1 Executive Summary

Each Offeror should provide a summary of the information contained in **Section [E.3.1.2]** below.

E.3.1.2 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 PV Development and PPA administration with the Department. 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.
 - 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 RFQuals 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.3.1.3 Relevant Past Performance, Capacity and References (45-points)**
Each Offeror should submit Technical Expertise and Experience as set forth in **Section [D.6.1.1]**.
- E.3.1.4 Relevant Technical Experience & Expertise of the Contractor’s Proposed Key Personnel & Staffing Strategy (20-points)**
Each Offeror should submit Technical Expertise and Experience as set forth in **Section [D.6.1.2]** of this RFQuals.
- E.3.1.5 Project Management Plan and Schedule (20-points)**
Each Offeror should submit Technical Expertise and Experience as set forth in **Section [D.6.1.3]** of this RFQuals.
- E.3.1.6 Financing and Bonding Capacity (15-points)**
Each Offeror should submit Technical Expertise and Experience as set forth in **Section [D.6.1.4]** of this RFQuals.
- E.3.1.7** 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 the Department’s Contracts and Procurement Division via email dgs-goods-services@dc.gov . It is the Offeror’s responsibility to assure such submissions are received by the respective SOQs due date identified in **Section [E.8.1]**.
- E.3.2 Price – *RESERVED [Intentionally Omitted]***
Pricing will not be solicited under this RFQuals.
- E.3.3** Each **Compliance Document** must be organized and prepared as follows and submitted as individual .pdf documents:
- E.3.3.1 Bidder-Offeror Certification Form**
Each Offeror shall complete and submit the Bidder-Offeror Certification Form included as **Attachment E**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- E.3.3.2 District Certificate of Clean Hands**
The Offeror shall generate and provide the Department with a currently dated CCH certificate from the OTR self-service portal MYtax.dc.gov.
- E.3.3.3 SBE Subcontracting Plan (if required by law) - *RESERVED [Intentionally Omitted]***
The Subcontracting requirements and plan forms are reserved to the RFPPAP(s) process and subsequently awarded PPA(s).

E.3.3.4 First Source Employment Agreement - *RESERVED [Intentionally Omitted]*
The First Source requirements, plans and agreements are reserved to the RFPPAP(s) process and subsequently awarded PPA(s).

E.3.3.5 DOES Equal Employment Opportunity Policy Agreement & Report
Each Offeror shall complete and submit the DOES EEO Policy Agreement and Report Form included as *Attachment G*.

E.4 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements outlined in **Section [E.3]** 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 along with the electronic copy submission. 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 subject to applicable FOIA exemptions

E.5 PRE-PROPOSAL CONFERENCE

A pre-proposal **Webinar** will be held at **2:00 p.m. EST on Monday, August 24, 2020**

The Department invites you to participate in the scheduled WebX meeting

Join the Webx Meeting through the below website link:

Meeting link: [DGS DCAM-21-NC-RFQuals-0001 Pre-proposal WebX](#)
Meeting No.: 160 060 9444
Meeting Password: Kb8FBQyts43 *Case Sensitive*

E.5.1 Pursuant to the DC Mayor's Executive Orders in response to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, the pre-proposal conference will be held via a teleconference/web-x as noted above **Section [E.5]**. To participate in the teleconference/Web-x for the listed RFQuals discussions, please follow the below instructions:

1. Click the WebX Webinar link above and follow the system prompts to pre-register to participate in the August 20th webcast. The system will automatically send you a reminder to join the Webinar on **Thursday, August 20, 2020**.

E.5.1.1 If the Webinar hasn't started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, you will be automatically joined; an

audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, hang up and or exit.

E.5.1.2 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation during the Webinar by using the virtual “raised hand” feature. The purpose of the Webinar is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as clarify the contents of the solicitation. All Offerors participating in the Webinar will be instructed to confirm “attendance” through the pre-registration process, properly recording each Offerors’ attendance. The attendance roster will be posted to the Department website via Addenda to the Solicitation.

E.5.1.2.1 *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 **Monday, August 24, 2020 four (4) days following the pre-proposal conference in order to generate an official answer. The District will furnish responses via addenda issued to the solicitation and posted to the Department’s Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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.***

E.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Offeror has any questions relating to this solicitation, the Prospective Offeror shall submit the question to The Department’s Contracts & Procurement Division by following the below instructions. The Department is not responsible for question not received due to the Offeror’s failure to follow the instructions provide and late questions will not be accepted unless deemed advantageous to the District.

Questions shall be submitted by email to the following email address and labeled accordingly:

Email: dgs.goods-services@dc.gov
Subject: DCAM-21-NC-RFQQuals-0001 Request for Qualifications – Development of Solar Power Generation Systems Projects Q&A (Attention: Domonique L. Banks)

Prospective Offerors shall submit any and all questions no later than *close of business on Monday, August 24, 2020 – seventeen (17) business days* prior to the closing date and time indicated for this solicitation in **Section [E.8.1]**. The District may not consider any questions received less than *seventeen (17) days* before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department’s Solicitation Web page found at

<https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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.

It is each potential Offeror’s responsibility to frequently visit the Department’s Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.

E.7 CONTACT PERSON

For information regarding this RFQs please contact:
Domonique L. Banks | Contract Specialist
Department of General Services
2000 14th Street NW | 4th Floor | Washington, DC 20009
Tel: (202) 365-6721 | Email: domonique.banks@dc.gov

E.8 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

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

E.8.1 Electronic Proposal Submission

E.8.1.1

Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 (and as amended), in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all SOQs and all applicable Compliance Documents ***shall be submitted electronically***, on or before the proposal submission due date, ***Wednesday, September 23, 2020 no later than 2:00 P.M. EST*** sharp, via email to the following individuals in accordance with the submission requirements as outlined in **Section [D] and [E.3]**:

Contracts & Procurement Division:

Goods & Services Team

Email: dgs.goods-service@dc.gov

Subject Line:

Request for Qualifications – Development of Solar Power Generation Systems
Projects SOQ Proposal Submission – “Company Name” (Attention: Domonique L. Banks)

E.8.1.1.1

Hand-delivered, Telephonic, telegraphic, and facsimile proposals will ***not*** be accepted or considered for evaluation.

E.8.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time *before* the closing date and time for receipt of electronic submission of SOQ's/proposals identified in **Section [E.8.1]**.

E.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

E.9.1 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)."

E.9.2 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."

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 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 RFQs. 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 RFQs 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 RFQs 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 RFQs, 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 RFQs.
- G. To reject SOQs that indicates a lack of understanding of any aspect of the scope of work of this RFQs.
- H. To reject SOQs that are deemed non-responsive.

E.15 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.

E.16 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.

E.17 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.

E.18 PROPOSAL COSTS

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

E.19 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with its proposal.

E.20 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

E.20.1 Name, address, telephone number and federal tax identification number of offerors;

E.20.2 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

E.20.3 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.

E.21 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.

E.22 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.

E.22.1 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.

E.22.2

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.

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 Domonique L. Banks
Contracting Officer | Contracts and Procurement Division
DC Department of General Services
2000 14th Street, NW | 4th Floor | Washington, DC 20009
Tel: 202.727-2800 | Email: domonique.banks@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.