

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Energy Consulting Services			Page of Pages 1 52		
2. Contract Number		3. Solicitation Number DCAM-2009-R-7001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source		5. Date Issued 12/24/2008		
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside		
7. Issued by: Office of Contracting and Procurement 440 4th Street, NW., Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 440 4th Street, NW., Suite 700 South Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street NW., Suite 703 South</u> until <u>2:00PM EST</u> local time <u>January 23, 2009</u> (Hour) (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
10. For Information Contact		A. Name Shafiq Choudhary		B. Telephone (Area Code) 202 (Number) 724-5116 (Ext)		C. E-mail Address <a href="mailto:shafiq.choudhary@dc.gov">shafiq.choudhary@dc.gov</a>		
11. Table of Contents								
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<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		<input checked="" type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		
		<input type="checkbox"/> Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date	
Government of the District of Columbia				Office of Contracting & Procurement				
Sol. First Page Offer Award Form - DCOCP-209-V2206								



**SECTION B: SUPPLIES OR SERVICES AND PRICE****B.1 INTRODUCTION**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) is seeking a Contractor to provide consulting services for the acquisition of natural gas and electricity; provide tracking and reporting support to the District of Columbia Municipal Aggregation Program (DC MAP) team; assist with the design, evaluation and administration of Energy Performance Contracts (EPC) between the local government and Energy Services Company (ESCO); identifying and evaluating energy-savings opportunities; and advising on Energy efficiency projects; conduct workshops and training on EPCs; and help built up an energy efficiency program in support of the agency's long-term commitments to implement cost-effective energy efficiency measures to help control energy costs.

**B.2 CONTRACT TYPE**

The District contemplates award of a labor hour contract with payment based on fixed unit price for the services and supplies described in Section C – SPECIFICATIONS/WORK STATEMENT.

**B.3 PRICE SCHEDULE****B.3.1 BASE PERIOD**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
<b>0001</b>	Consulting Services for the acquisition of natural gas and electricity, tracking and reporting support to the DCMAP as described in Section C	Hours		2080	\$ _____
<b>0002</b>	Consulting Services to secure ESCO service contracts to conduct energy audits (phases 1 & 2) and provide energy conservation program support during the design, evaluation and administration of EPCs as described in Section C	Hours		1040	\$ _____
<b>Total for Base Period</b>					\$ _____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
<b>1001</b>	Consulting Services for the acquisition of natural gas and electricity, tracking and reporting support to the DCMAP as described in Section C	Hours		2080	\$ _____
<b>1002</b>	Consulting Services to secure ESCO service contracts to conduct energy audits (phases 1 & 2) and provide energy conservation program support during the design, evaluation and administration of EPCs as described in Section C	Hours		1040	\$ _____
<b>Total for Option Year One</b>					\$ _____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
<b>2001</b>	Consulting Services for the acquisition of natural gas and electricity, tracking and reporting support to the DCMAP as described in Section C	Hours		2080	\$ _____
<b>2002</b>	Consulting Services to secure ESCO service contracts to conduct energy audits (phases 1 & 2) and provide energy conservation program support during the design, evaluation and administration of EPCs as described in Section C	Hours		1040	\$ _____
<b>Total for Option Year Two</b>					\$ _____

**B.3.3 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
<b>3001</b>	Consulting Services for the acquisition of natural gas and electricity, tracking and reporting support to the DCMAP as described in Section C	Hours		2080	\$ _____
<b>3002</b>	Consulting Services to secure ESCO service contracts to conduct energy audits (phases 1 & 2) and provide energy conservation program support during the design, evaluation and administration of EPCs as described in Section C	Hours		1040	\$ _____
<b>Total for Option Year Three</b>					\$ _____

**B.3.3 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Price</b>
<b>4001</b>	Consulting Services for the acquisition of natural gas and electricity, tracking and reporting support to the DCMAP as described in Section C	Hours		2080	\$ _____
<b>4002</b>	Consulting Services to secure ESCO service contracts to conduct energy audits (phases 1 & 2) and provide energy conservation program support during the design, evaluation and administration of EPCs as described in Section C	Hours		1040	\$ _____
<b>Total for Option Year Four</b>					\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) is seeking a Contractor to provide consulting services for the acquisition of natural gas and electricity; provide tracking and reporting support to the District of Columbia Municipal Aggregation Program (DC MAP) team; assist with the design, evaluation and administration of Energy Performance Contracts (EPC) between the local government and Energy Services Company (ESCO); identifying and evaluating energy-savings opportunities; and advising on Energy efficiency projects; conduct workshops and training on EPCs; and help built up an energy efficiency program in support of the agency's long-term commitments to implement cost-effective energy efficiency measures to help control energy costs.

The primary objective is to identify and select a qualified Contractor who has the capability to execute the requirements set forth by this solicitation.

**C.1.1 APPLICABLE DOCUMENTS**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
001	US Code	Title 42 – The Public Health and Welfare; Title 30 – Mineral and Land Mining; and Title 10 – Energy	2006 ed.
002	DC Law	The Clean and Affordable Energy Act	2008
003	DC Law	The Green Building Act	2006
004	Municipal Regulation	DC Municipal Regulations (DCMR) Title 27 – Contracts and Procurement	1998
005	DC Code	Title 2 – Government Administration; Title 8 – Environmental and Animal Control and Protection; Title 34 – Public Utilities; Title 47. Taxation, Licensing, Permits, Assessments, and Fees.	2001 ed.
006	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	1998
006	Federal Regulation	Energy Policy Act (EPAct)	1992 and 2005

### **C.1.2 DEFINITIONS**

1. **Baseline** – means the "before" data that is used in a "before & after" comparison. Baseline data may refer to energy consumption values, efficiency parameters, or other indications of building (or system) performance. Baseline data also supports the whole-building compliance with energy codes or standards.
2. **Change Order** – means a written order signed by the responsible Contracting Officer (CO), directing a Contractor to make changes which the changes clause of a contract authorizes the CO to order with or without the consent of the Contractor.
3. **Contract** – means the written agreement executed between the District and the successful Offeror, covering the performance of the work and furnishing of labor, services, equipment, and materials, by which the Contractor is bound to perform the work and furnish the labor, services, equipment and materials, and by which the District is obligated to compensate them, therefore at the mutually established and accepted rate or price.
4. **Contract Price** – means the amount payable to the Contractor under the Contract terms.
5. **Contract Time and Completion Date** – means the number of calendar days shown in the contract documents indicating the time allowed for the completions of the work contemplated in the Contract.
6. **Contractor** – means the person or organization having direct contractual relation with the District for the execution of the "Work". If the Contractor hereunder is comprised of more than one legal entity, each such entity shall jointly and severally liable hereunder.
7. **Contractor Documents** – means this RFP, all addendums or other documents that may be referenced in the RFP.
8. **Day** – means calendar Day unless otherwise designated.
9. **Energy** – means electricity, natural gas, fuel, chilled water, steam and water, purchased or generated on-site.
10. **Energy Accounting** – means the process of tracking and analyzing energy use for the purpose of detecting problems, trends, or savings opportunities. Energy accounting is typically performed for an entire building.
11. **Energy Audit** - is a study to identify how energy is currently being used in a facility; an investigation of systems in existing buildings with the goal of replacing or retrofitting equipment. This is a high-speed process that may include building simulation and results in a list of energy conservation measures that may involve significant capital investment. The primary purpose is to determine how to reduce energy use and cost. An energy audit should provide information on how much energy of each type is being used; how much does the energy cost; what is the energy being used for; and what opportunities exist for reducing energy use or cost.
12. **Energy Conservation Measures (ECM)** – means the energy conservation measures designed to improve the energy efficiency of building infrastructure (i.e. heating, cooling and ventilation systems; utility systems; roof; and windows). ECM measures require capital investment, and consist of replacement, retrofits, or upgrade projects.

Energy Consulting Services

13. Energy Performance Contract (EPC) – refers to an agreement for the provision of energy services, including electricity, heating, ventilation, cooling, steam, or hot water, in which a person agrees to design, install, finance, maintain, or manage energy systems or equipment to improve the energy efficiency of a building or facility in exchange for a portion of the energy savings.
14. Energy Service Company (ESCO) – refer to a consulting group engaged in performance based contracting with a client to implement measures that reduce energy consumption and costs in a technically and financially viable manner. ESCOS may offer any of the following services: financing, design and installation, project management, education services, equipment leasing, maintenance, and verification and auditing.
15. Equipment Efficiency - measure of the output of some piece of equipment as it relates to the Energy input. Higher efficiency indicates that a machine can produce more heating, cooling, etc. for each unit of fuel (electricity, gas, etc. consumed. For some equipment, the efficiency varies with the load on the equipment.
16. Utility – means any person, State, or agency that is engaged in the business of producing or selling electricity or engaged in the local distribution of natural gas or water to any ultimate consumer.

## **C.2 BACKGROUND**

The Office of Property Management (OPM) acts as the real estate advisor and asset manager for the District of Columbia Government (“District”). It is the responsibility of its Portfolio Division to direct all matters relating to the acquisition/disposition, planning and management of real-estate interests. In addition, OPM’s Utility and Fuel Management program provides utility and fuel purchasing, and forecasting services to District agencies to ensure continuous uninterrupted utility and fuel services.

District Department of the Environment (DDOE) serves as an agency within the Executive Branch of the DC government to consolidate the administration and oversight of environmental and energy programs, services, laws, and regulations. The DDOE is a programs and services that protect human health and the environment and address energy efficiency issues for all sectors of the city. DDOE programs are designed to facilitate cleaner air and water, green our neighborhoods and building space, and assist with the management of hazardous and toxic waste disposal. Additionally, DDOE conducts community and educational outreach to increase public awareness of environmental and energy related issues.

The Retail Electric Competition and Consumer Protection Act of 1999, D.C. Code 34-1515(a)(1), authorizes the Mayor of the District of Columbia to develop and administer a Municipal Aggregation Program (DC MAP) for the purchase of electricity and related services by District of Columbia ratepayers. The Mayor in conjunction with the Public Service Commission shall issue regulations governing the DC MAP.

The DC MAP is a program pursuant to which the District of Columbia Government, as an Aggregator, will organize District Government agencies and other customers into an aggregated unit for the purchase of electricity.

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In an effort to advance the District’s Energy conservation agenda, and in support of various program responsibilities, The District intends to award a contract to a consultant to assist with a full range of Energy services, including but not limited to, assist in the execution of the District’s reverse auctions for the acquisition of natural gas and electricity; analysis and reporting activities associated to the DC MAP program; design, evaluation and implementation of EPCs between the local government and Energy Services Company (ESCO); identifying and evaluating energy-savings opportunities; and advising on Energy efficiency projects, as needed.

**C.3 REQUIREMENTS**

**C.3.1** The Contractor shall:

- C.3.1.1** Possess ten years of extensive experience in the acquisition of natural gas and electricity services within a competitive environment.
- C.3.1.2** Have a minimum of ten years experience in the commercial acquisition and management of natural gas and electricity.
- C.3.1.3** Have experience no less than five years in a senior position with an entity in the deregulated utilities industry with extensive experience in the acquisition of natural gas and electric services.
- C.3.1.4** Possess extensive knowledge of the Federal Energy Regulatory Commission (FERC) tariffs and rules; of the role of the District of Columbia Public Service Commission (DCPSC); of regulations relating to the acquisition, transportation, and distribution of natural gas and electricity; of the DC MAP program; and EPCs through the use of ESCOs to implement measures designed to reduce Energy consumption and costs in a technically and viable manner.
- C.3.1.5** The Contractor shall be familiar with following regulations and industry standards:

001	Federal Energy Regulatory Commission (FERC) tariffs and rules
002	Department of Energy Federal Energy Management Program (FEMP) resources and guidelines
003	American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
004	Energy estimating methods and standards
005	Federal, State, and Local Energy laws, executive orders or policies pertaining to Energy use reduction and conservation programs, and green building requirements.
005	ENERGY STAR Portfolio Manager and Target Finder Tools
006	Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the US Green Building Council

**C.3.2** The Contractor shall provide the following services:

- C.3.2.1** Make contact and communicate with perspective candidates for DC MAP, independent District agencies and others that wish to participate in the reverse auction.
- C.3.2.2** Review the consumption loads submitted by the District and the participating surrounding jurisdictions for completeness and accuracy consistent with the conditions of the reverse auction and shall include 12-18 months of historical data or the greatest number of months available.
- C.3.2.3** Organize consumption data, consistent with the business name, service address, state, account number, type of account, series, state, tariff rate class code, existing contract number, contract end date, flow date, flow-month consumption, annual consumption, and any associated explanatory comments
- C.3.2.4** Develop an acquisition strategy for the reverse auction, including but not be limited to, meetings with officials of the District government and other jurisdictions using written analysis to assess the implementation of specific acquisition approaches.
- C.3.2.5** Use the acquisition techniques, along with other approaches to identify goals and objectives that should be considered for the reverse auction.
- C.3.2.6** Participate to review the proposed strategy, and to assess progress and findings at strategic points in time consistent with the impending reverse auction.
- C.3.2.7** Collect the consumption load data for all the entities involved in the reverse auction.
- C.3.2.8** Develop pricing strategies as prices to beat using market information and other strategic data.
- C.3.2.9** Prepare comprehensive drafts of the evaluation process and finding reports, including all tables and appendices, upon government request.
- C.3.2.10** Discuss the drafts of the evaluation reports with entities involved in the reverse auction.
- C.3.2.11** Advise the District on issues such as penalties for shortfall, overages, balancing, equalization, billing, penalties, and any other related costs related to the acquisition of natural gas and electric services.
- C.3.2.12** Provide a comprehensive report of the evaluation process and findings, including tables, appendices, and notable or significant energy usage

spikes or dips of 10 % or more per fiscal quarter. This report is due 30 days following end of the quarterly reporting period.

- C.3.2.13** Assist in the development of the Request for Bid (RFB) or similar documents for the reverse auction and related materials.
- C.3.2.14** Attend and participate in all DC MAP working groups.
- C.3.2.15** Prepare contract documentation for ESCO award and/or new solicitations as needed.
- C.3.2.16** Assist with the implementation of the EnergyCAP and ENERGY STAR Portfolio Manager Software applications.
- C.3.2.17** Review ESCO recommendations and provide written recommendations with supporting documentation as applicable.
- C.3.2.18** Provide technical support and analysis during EPCs implementation.
- C.3.2.19** Verify ESCO payback period analysis and energy savings forecasts.
- C.3.2.20** Prepare quarterly progress report associated with ESCO contracts implemented and energy savings (Kwh/therms/ccf).
- C.3.2.21** Prepare an annual EPC progress report.
- C.3.2.22** Advise District Department of the Environment (DDOE) and the DC Government on issues such as penalties for shortfall, overages, balancing, equalization, billing, penalties, and any other related costs related to the acquisition of natural gas and electric services.
- C.3.2.23** Advise the District on balancing and shrinkage issues as they relate to natural gas.

### **C.3.3 REPORTS**

The Contractor shall provide the following:

- C.3.3.1** Written analysis. Gather, organize and analyze consumption loads submitted by all entities and any other relevant information for the reverse auctions in accordance with Section C.3.2.
- C.3.3.2** Analyze the data in relation to the reverse auction requirements and submit written recommendations for acquisition planning.
- C.3.3.3** Prepare, under the direction of the Contracting Officer (CO), all required briefing documentation for submission to the District of Columbia City Council regarding the acquisition of natural gas and/or electric services.

- C.3.3.4** Quarterly reports outlining:
  - C.3.3.4.1** energy usage spikes or dips of 10 % or more per fiscal quarter
  - C.3.3.4.2** inaccuracies in administrative fee assessment
- C.3.3.5** Final report upon completion of the contract year summarizing consumption load data and findings.
- C.3.3.6** Prepare ECM recommendations analysis one per audit.
- C.3.3.7** Prepare an annual EPC progress report.
- C.3.3.8** Prepare the consumption loads submitted by all entities for the natural gas reverse auction.

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**SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

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**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five \*(5) Inspection of Supplies [if applicable], and clause number six \*(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**SECTION F: DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

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

**F.2.1** The District may extend the term of this contract for a period of four (4), one year (1) option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in the contract.

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

**F.3 DELIVERABLES**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.3.2.4</b>	Develop an acquisition strategy for the reverse auction, including but not be limited to, meetings with officials of the District government and other jurisdictions using written analysis to assess the implementation of specific acquisition approaches.	As needed	Electronic copy via email and hard copy	TBD	COTR

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.3.2.5</b>	Use the acquisition techniques, along with other approaches to identify goals and objectives that should be considered for the reverse auction.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.2.8</b>	Develop pricing strategies as prices to beat using market information and other strategic data.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.2.9</b>	Prepare comprehensive drafts of the evaluation process and finding reports, including all tables and appendices, upon government request.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.2.12</b>	Provide a comprehensive report of the evaluation process and findings, including tables, appendices, and notable significant energy usage spikes or dips of 10 % or more per fiscal quarter. This report is due 30 days following end of the quarterly reporting period.	4 quarterly reports per year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.2.15</b>	Prepare contract documentation for ESCO award and/or new solicitations as needed.	As needed	Electronic copy via email and hard copy	TBD	COTR

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.3.2.17</b>	Review ESCO recommendations and provide written recommendations with supporting documentation as applicable.	1 per audit (Phase 1)	Electronic copy via email and hard copy	30 days after audit report is generated	COTR
<b>C.3.2.20</b>	Prepare quarterly progress report associated with ESCO contracts implemented and energy savings (Kwh/therms/ccf).	4 quarterly reports per year	Electronic copy via email and hard copy	15 days from the end of reporting quarter	COTR
<b>C.3.2.21</b>	Prepare an annual EPC progress report to the District of Columbia City Council regarding the acquisition of natural gas and/or electric services.	1 per fiscal year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.3.4.1</b>	energy usage spikes or dips of 10 % or more per fiscal quarter	1 per fiscal year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.3.4.2</b>	inaccuracies in administrative fee assessment	1 per fiscal year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.3.5</b>	Final report upon completion of the contract year summarizing consumption load data and findings.	1 per fiscal year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.3.6</b>	Prepare ECM recommendations analysis one per audit.	1 per audit	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR
<b>C.3.3.7</b>	Prepare an annual EPC progress report.	1 per fiscal year	Electronic copy via email and hard copy	30 days from the end of reporting quarter	COTR

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
<b>C.3.3.8</b>	Prepare the consumption loads submitted by all entities for the natural gas reverse auction.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.3.1</b>	Written analysis. Gather, organize and analyze consumption loads submitted by all entities and any other relevant information for the reverse auctions.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.3.2</b>	Analyze the data in relation to the reverse auction requirements and submit written recommendations for acquisition planning.	As needed	Electronic copy via email and hard copy	TBD	COTR
<b>C.3.3.3</b>	Prepare, under the direction of the Contracting Officer (CO), all required briefing documentation for submission	As needed	Electronic copy via email and hard copy	TBD	CO

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

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

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

For OPM:

Chanelle Hendrix  
Office of Finance and Resource Management  
441 4<sup>th</sup> Street NW – Rm 890 North  
Washington DC 20001  
Phone: (202) 727-0333  
Fax (202) 724-4316  
[Chanelle.Hendrix@dc.gov](mailto:Chanelle.Hendrix@dc.gov)

For DDOE:

Terry Lewis  
District Department of the Environment  
Accounts Receivable  
2000 14th Street, 6th floor  
Washington DC 20009  
Phone: (202)  
Fax (202)  
[Terry.Lewis@dc.gov](mailto:Terry.Lewis@dc.gov)

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;

- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

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

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial or completed deliveries accepted by the District if the amount due on the deliveries warrants it.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt

to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Rotimi Osunsan, CPM, CPPB  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
Phone: (202) 724-5248  
Fax: (202) 727-0245  
Email: [Rotimi.Osunsan@dc.gov](mailto:Rotimi.Osunsan@dc.gov)

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

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

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

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

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

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

COTR for OPM:

Susan Riley-Laudadio  
Green Building Coordinator  
Office of Property Management  
District of Columbia Government  
2000 14th Street, NW - Suite 5<sup>th</sup> Floor  
Washington, DC 20001  
Tel. (202) 442-9746  
Fax. (202) 727-9877  
Email: [Susan.Riley@dc.gov](mailto:Susan.Riley@dc.gov)

COTR for DDOE:

Sylvia Y. Jones, Energy Program Specialist  
Program Manager, DC MAP  
District Department of the Environment's  
Energy Office  
2000 14<sup>th</sup> Street, NW  
Suite 300 East  
Washington, DC 20002  
Phone: (202) 671-3307  
Email: [Sylvia.Jones@dc.gov](mailto:Sylvia.Jones@dc.gov)

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No.: 6, Date Of Revision: 05/29/2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with

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programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

**H.9 DISTRICT RESPONSIBILITIES**

The District will provide access to all relevant information associated with the acquisition of natural gas, electricity, steam, water, fuel and others relevant commodities, in support of, but not limited to, the DC Municipal Aggregation Program (DC MAP); the design, evaluation and management of OPM Energy Performance Contracts (EPC); and the execution of its energy efficiency program in support of the District's long-term commitments to implement cost-effective measures to help control energy costs.

The District will provide access to historic and current consumption, expenditure and budgeting information for all commodities the District contracts. Information shall include all relevant data for all owned and leased facilities.

The District will provide access to the EnergyCap software application.

**H.10 CONTRACTOR RESPONSIBILITIES**

The Contractor shall gather, organize, analyze and report information for all areas of responsibility in accordance with the requirements of this solicitation.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

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

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software,

subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code

supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an

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additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.8.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, \$1,000,000 limits per aggregate, \$1,000,000 limits for products, completed operations and \$1,000,000 for personal/advertising injury. The District added as an additional insured.

**I.8.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.8.1.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.8.1.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

**I.8.1.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Wage Determination No.: 2005-2103, Revision No.: 6, Date Of Revision: 05/29/2008
- J.2** E.E.O. Information and Mayor's Order 85-85
- J.3** Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** Cost/Price Data Package
- J.6** Past Performance Evaluation Form

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the Offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_has \_\_\_\_has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_\_has \_\_\_\_has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subOfferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.3.

#### **K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.

- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

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Vendor Name

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

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

The District intends to award single contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *(insert solicitation number, title and name of Offeror)*".

*(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)*

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00pm EST, January 23, 2009. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than seven (7) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of the Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Washington, Dc 20001, telephone number (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are

requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.9 SIGNING OF OFFERS**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.10 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 paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.11 RETENTION OF PROPOSALS**

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

#### **L.12 PROPOSAL COSTS**

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

#### **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that 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 FOIA exemption under Section 2-534(a)(1).

#### **L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Rotimi Osunsan, CPM, CPPB  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
Phone: (202) 724-5248  
Fax: (202) 727-0245  
Email: [Rotimi.Osunsan@dc.gov](mailto:Rotimi.Osunsan@dc.gov)

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

## **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.19 STANDARDS OF RESPONSIBILITY**

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

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **L.20 PROPOSAL ORGANIZATION AND CONTENT**

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner.

Energy Consulting Services

Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.

The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M.

### **L.20.1 TECHNICAL PROPOSAL**

The Technical Proposal (Part 1) shall describe in as much detail as necessary, the specific approach proposed to provide the services described in this RFP, focusing on three areas: 1) technical approach to providing service, 2) technical expertise to provide service, and 3) the Offeror's past performance in providing similar services. The Offeror's Technical Proposal shall provide the following information:

#### **L.20.1.1 Executive Summary**

- 1) The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, the number of employees, and a synopsis of services provided.
- 2) The Offeror shall include a signed Solicitation, Offer and Award Form (page 1 of the solicitation) and any signed amendments to the solicitation. The person signing the offer shall initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the contracting officer. The Offeror shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate on behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.
- 3) Offerors must complete and submit, with their proposals, the required attachments J.2, J.3, J.4, J.5, J.6 (if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation.

#### **L.20.1.2 Technical Approach**

- 1) The Offeror shall describe its approach to preparing an acquisition for the natural gas and electricity service as required and completing the work outlined in Section C Specifications/Work Statement and the deliverables. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.

- 2) The Offeror shall describe its approach to preparing for reverse auction and organizing and reviewing the consumption load data as required and completing the work outlined in Section C Specifications/Work Statement. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.
- 3) The Offeror shall describe its approach to preparing contract documentation for ESCO or new solicitation as required and completing the work outlined in Section C Specifications/Work Statement and the deliverables in Section F – Delivery or Performance. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.

#### **L.20.1.3 Technical Expertise**

- 1) The Offeror shall demonstrate that the key personnel to be assigned to this project have:
  - a. Proven experience in the Federal Energy Regulatory Commission (FERC) tariffs and rules;
  - b. Proven experience in the District of Columbia Public Service Commission (DCPSC) for the regulations relating to the acquisition, transportation and distribution of natural gas and electricity;
  - c. Proven experience in the Energy Performance Contract (EPC) through the use of Energy Service Company (ESCO) to implement measures designed to reduce Energy consumption and costs;
  - d. Knowledge of public procurement processes.
- 2) The Offeror shall provide the following additional information for its proposed key personnel:
  - a. Resume for each with full name, title and position with firm, areas of expertise, a description of duties and responsibilities, time with firm and years in practice and the affiliation (that is, staff or subcontractor);
  - b. Education/Training;
  - c. License or Certification as applicable;
  - d. Details about any current or past related work experience; and
  - e. Percentage of time that each will devote to the project in total and broken down by task.

#### **L.20.1.4 Past Performance**

- 1) The Offeror shall provide a list of contracts the Offeror has previously performed for similar services, for the District, a city, county, municipality, the Federal government or any instrumentality or agency of any of the foregoing related to energy reverse auction programs. The Offeror shall provide the following for each contract:
  - a. Contract number and period of performance
  - b. Contract amount
  - c. Name of the Contracting Officer Technical Representative (COTR) as identified or program manager with verified phone number and e-mail address;
  - d. Specific description of services provided.

- 2) The Offeror shall have its client references complete the attached Past Performance Evaluation Form (Attachment J.6) and submit with the proposal.

#### **L.20.2 PRICE PROPOSAL**

The Pricing Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.3 of the solicitation, and Cost/Price Data and Certification (Attachment J.5). The Offeror must provide cost/price data for each year of the contract (base and option years). The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding energy and staffing requirements used in developing its price.

**SECTION M - EVALUATION FACTORS****M.1 EVALUATION FOR AWARD**

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

**M.2 EVALUATION OF OPTION PRICES**

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing. The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.3 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

## **M.4 EVALUATION FACTORS**

Each of the following evaluation factors and sub-factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

### **M.4.1 TECHNICAL FACTORS (70 Points maximum)**

#### **M.4.1.1 Factor: Technical Approach (30 Points maximum)**

Description: This factor considers the Technical Approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's proposed technical plan, including the Offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The Offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the Offeror:

- 1) The Offeror Provides description of its approach to preparing an acquisition for the natural gas and electricity service as required and completing the work outlined in Section C Specifications/Work Statement. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.
- 2) The Offeror provides description of its approach to preparing for reverse auction and organizing and reviewing the consumption load data as required and completing the work outlined in Section C Specifications/Work Statement. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.
- 3) The Offeror provides description of its approach to preparing contract documentation for ESCO or new solicitation as required and completing the work outlined in Section C Specifications/Work Statement and Section F – Delivery or Performance, Section F.3 Deliverables. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.

#### **M.4.1.2 Factor: Technical Expertise (20 Points maximum)**

Description: This factor considers the technical expertise to be accessed and provided by the Offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the Offeror's staff and staff related activities including the

Offeror's organizational structure, the qualifications and expertise of the Offeror's proposed staff, and the Offeror's staff development initiatives.

The standard has been met when the:

- 1) The Offeror has proposed the key personnel to be assigned to this project have:
  - i. Proven experience in the Federal Energy Regulatory Commission (FERC) tariffs and rules;
  - ii. Proven experience in the District of Columbia Public Service Commission (DCPSC) for the regulations relating to the acquisition, transportation and distribution of natural gas and electricity;
  - iii. Proven experience in the Energy Performance Contract (EPC) through the use of Energy Service Company (ESCO) to implement measures designed to reduce Energy consumption and costs;
  - iv. Knowledge of public procurement processes.
- 2) The Offeror has proposed the following additional information for its proposed key personnel:
  - i. Resume for each with full name, title and position with firm, areas of expertise, a description of duties and responsibilities, time with firm and years in practice and the affiliation (that is, staff or subcontractor);
  - ii. Education/Training;
  - iii. License or Certification as applicable;
  - iv. Details about any current or past related work experience; and
  - v. Percentage of time that each will devote to the project in total and broken down by task.

#### **M.4.1.3 Factor: Past Performance (20 Points maximum)**

Description: This factor considers the Offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the Offeror's performance

The standard is met when:

- 1) The Offeror has demonstrated its list of contracts that has previously performed for similar services, for the District, a city, county, municipality, the Federal government or any instrumentality or agency of any of the foregoing related to energy reverse auction programs.
- 2) The Offeror has demonstrated its client references complete the attached Past Performance Evaluation Form (Attachment J.6) and submit with the proposal.

**M.4.2 PRICE FACTOR (30 Points maximum)**

The Offeror’s total price for the base and option years will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001, 0002, 1001, 1002, 2001, 2002, 3001, 3002, 4001 and 4002 to determine the total price. Price is less important than the combined weight of the technical factors listed above.

Lowest Price Proposal for base period + option years

Price of Proposal Being Evaluated for base period + option years X 20 = \_\_\_\_\_ Score

**M.4.3 PROPOSAL EVALUATION**

The total evaluation score of a proposal shall be determined as described below:

The technical points and price points for each proposal will be converted to a score by applying the following formula:

Technical Score (70 points max.)	_____ Points
+	
Price Score (30 points max.)	_____ Points
TOTAL POSSIBLE TECHNICAL AND PRICE POINTS	100 Points
TOTAL POSSIBLE PREFERENCE POINTS	12 Points
MAXIMUM TOTAL POINTS	112 Points

**M.5 EVALUATION OF OPTION YEARS**

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

**M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.6.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.6.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

### **M.6.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.6.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.6.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.6.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.6.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.6.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.6.3 Maximum Preference Awarded**

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

### **M.6.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

### **M.6.5 Vendor Submission for Preferences**

**M.6.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.6.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.
- M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.