

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF REAL ESTATE SERVICES

CONTRACTING AND PROCUREMENT DIVISION



BID DOCUMENT

INVITATION NO. DCAM-2010-R-0126

AGENCY: D. C. Department of Real Estate Services

PROJECT: Energy Audit

LOCATION: Various District Government Facilities



SOLICITATION, OFFER, AND AWARD		1. Caption Energy Audits at Various DC Government Facilities		Page of Pages 1 60	
2. Contract Number	3. Solicitation Number DCAM-2010-R-0126	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 4/26/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-	
7. Issued By: DC Department of Real Estate Services Contracting & Procurement Division 2000 14th Street, NW, Fifth Floor Washington, DC 20009			8. Address Offer to: DC Department of Real Estate Services Bid Counter, Third Floor 2000 14th Street, NW, Third Floor Washington, DC 20009		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 3 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 address shown in item 8 until 2:00PM local time 26-May-10 (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 Ms. Silvia D. Silverman	B. Telephone		C. E-mail Address Silvia.Silverman@dc.gov
	(Area Code) 202	(Number) 671-1359	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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: 10 Calendar days % 20 Calendar days % 30 Calendar days % Calendar days %

14. Acknowledgement of Amendments (The Offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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15B. Telephone (Area) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

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

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 The District of Columbia Department of Real Estate Services (DRES), Contracting and Procurement Division, on behalf of DRES Energy Division (the “District”) is seeking firms qualified to conduct Investment Grade Energy Audits to evaluate the condition of building envelopes and the performance of energy-consuming equipment.

B.2 TYPE OF CONTRACT

The District contemplates award of up to 4 Fixed Price Contracts.

B.3 PRICE/COST SCHEDULE

B.3.1 BASE YEAR

See Price/Cost schedules on pages 2-8. Offerors shall provide a separate price for each Contract Line Item Number (CLIN) as listed in the Proposal Breakdown Sheet below.

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
CLIN	GROUP I -			
0001	901 G Street, NW	M.L. King Jr. Library	400,000	
0002	2720 Martin Luther King Drive, SE	Unified Command Center	13,800	
0003	100 42nd Street, NE	6th District Police	37,935	
0004	101 Atlantic Street, SE	Engine Company #33	15,000	
0005	101 M Street, SW	Bowen Police Department	71,900	
0006	1018 13th Street, NW	Engine Company #16	25,032	
0007	1103 Half Street, SW	Repair Shop & Engine Company #7	60,000	
0008	1227 Monroe Street, NE	Engine Company #17	4,552	
0009	1300 New Jersey Ave, NW	Company #6 Squad #1 (FEMS)	17,280	
0010	1338 Park Road, NW	Property Warehouse #38	6,792	
0011	1340 Rhode Island Ave, NE	Engine Company #26	6,500	
0012	1342 Florida Ave, NE	Engine Company #10	13,100	
0013	3420 14th Street, NW	Engine Company #11	14,000	
0014	3522 Connecticut Ave, NW	Engine Company #28	8,864	
0015	414 4th Street, SW	1st District Police	36,270	
0016	414 8th Street, SE	Engine Company #18	10,100	
0017	4201 Minnesota Ave, NE	Engine Company #27	5,325	
0018	4300 Wisconsin Ave, NW	Engine Company #20	13,472	
0019	450 6th Street, SW	Engine Company #13	11,150	
0020	4600 Shepherd Parkway, SW	Training Academy	23,918	
0021	4665-69 Blue Plains Drive, SW	Inst Police Science; K9; Impound; bomb squad	112,283	
0022	4801 North Capitol Street, NE	Engine Company #14	7,500	
0023	4811 MacArthur Blvd, NW	Engine Company #29	9,436	
0024	4930 Connecticut Ave, NW	Engine Company #31	11,720	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
0025	2020 19th Street, NW	Adams ES	59,400	
0026	533 48th Place NE	Aiton ES	57,100	
0027	401 EYE Street, SW	Amidon ES	70,800	
0028	5171 South Dakota Ave, NE	Backus MS	126,800	
0029	3401 4th Street, SE	Ballou HS	271,300	
0030	1755 Newton St, NW	Bancroft ES	79,800	
0031	800 Euclid Street, NW	Banneker HS	180,000	
0032	430 Decatur Street, NW	Barnard ES	67,000	
0033	3600 Alabama Ave, SE	Beers ES	77,500	
0034	3101 16th Street, NW	Bell HS	355,400	
0035	100 41st Street, NE	Benning ES	70,900	
0036	2505 Martin Luther King Ave, SE	Birney ES	86,800	
0037	330 3rd Street SE	Brent ES	47,500	
0038	1300 Nicholson Street NW	Brightwood ES	78,036	
0039	215 G Street NE	Logan ES	47,200	
0040	659 G Street NE	Ludlow-Taylor ES	66,900	
0041	1001 Monroe Street NE	Luke C. Moore Academy HS	27,482	
0042	4400 Iowa Ave NW	MacFarland MS	110,000	
0043	100 Gallatin Street NE	Mamie D. Lee School	45,800	
0044	4430 Newark Street NW	Horace Mann ES	21,903	
0045	2200 Champlain Street NW	Marie Reed LC	162,700	
0046	3100 Ft Lincoln Dr NE	Marshall Educational Ctr	111,686	
0047	3400 Wheeler Rd SE	McGogney ES	67,600	
0048	101 T Street NE	McKinley Tech	282,200	
0049	5002 Hayes Street NE	Merritt MS	90,400	
0050	601 15th Street NE	Miner ES	63,500	
0051	1000 Mt Olivet Rd, NW	Group Home	105,800	
0052	1000 Ohio Dr , SW	East Potomac Pool	40,810	
0053	1001 Half Street, SW	Southwest Inspection Station	350,000	
0054	1005 5th Street NE	Hayes	32,800	
0055	1230 Sumner Rd SE	Barry Farm Rec. Center	24,299	
0056	1302 E Street SE	13th & E Street Park	138,085	
0057	1323 Naylor Ct NW	Archives	15,000	
0058	1325 S Street NW	Warehouse #1	16,290	
0059	1338 G Street SE		29,160	
0060	1355 New York AVE	Halfway House	30,900	
0061	13th & D Street SE	Pool	10,423	
0062	1411-P Minnesota Ave SE	Park	10,243	
0063	1425 41st Street SE	Fort Davis Community Center	13,555	
0064	2501 11th Street NW	Meyer	62,200	
0065	27 O Street NW	M. M. Washington	89,700	
0066	3012 Georgia Ave NW	Bruce Monroe	110,700	
0067	5101 G Street SE	Benning Park Rec. Center	17,739	
0068	5601 Conn Ave NW	Chevy Chase Community Center	13,947	
0069	625 P Street NW	J F Kennedy Rec. Center	18,000	
0070	65 Massachusetts Ave,	Gales Housing for Women	41,000	
0071	8100 Main Avenue	Children's Center - Oak Hill	90,577	
0072	850 Delaware Ave SW	S W Health Center	22,422	
0073	925 13th Street NW	Franklin Shelter	17,949	
	<u>Locations</u>	<u>Properties</u>	<u>Estimated</u>	<u>Price per</u>

			<u>Size (square feet)</u>	<u>Facility</u>
0074	TOTAL (GROUP I)		4,963,235	
	GROUP II –			
0075	5625 Connecticut Ave NW	Chevy Chase Library	24,618	
0076	60 Atlantic Street, SW	Washington Highlands Library	17,119	
0077	7420 Georgia Ave, NW	Shepherd Park Library	19,000	
0078	900 Wesley Pl, SW	South West Branch Library	21,600	
0079	1350 Pennsylvania Ave, NW	Wilson Building	278,150	
0080	95 M Street	United Way Building	138,311	
0081	1512 C Street, SE	Engine Company #8	10,080	
0082	1617 U Street, NW	Engine Company #9	10,476	
0083	1620 V Street, NW	3rd District Police	38,852	
0084	1700 Rhode Island Ave, NE	Youth & Family	10,762	
0085	1763 Lanier Pl, NW	Engine Company #21	12,800	
0086	1805 Bladensburg Rd, NE	5th District Police	36,888	
0087	1923 Vermont Ave, NW	Grimke Elementary	17,678	
0088	2 Dc Village	Mobile Force	10,000	
0089	2101 14th Street, SE	Engine Company #15	12,720	
0090	2119 G Street, NW	Engine Company #23	7,408	
0091	3412 Dent Pl, NW	Engine Company #5	7,200	
0092	2175 West Virginia Ave, NE	Fleet Maintenance	144,000	
0093	850 26th Street, NE	Browne JHS	215,400	
0094	820 26th Street, NE	Brown-Young School	70,400	
0095	1401 Michigan Ave, NE	Bunker Hill ES	69,400	
0096	1820 Monroe Street, NE	Burroughs ES	63,900	
0097	301 53rd Street, SE	C. W. Harris ES	56,000	
0098	4501 7th Street, NW	Clark ES	53,800	
0099	2120 13th Street, NW	Harrison School	48,900	
0100	421 P Street, NW	Montgomery ES	73,700	
0101	1565 Morris Road SE	Moten ES	99,700	
0102	4810 36th Street NW (3600 Davenport)	Murch ES	47,700	
0103	1825 8th Street, NW	Cleveland ES	37,100	
0104	6315 5th Street, NW	Coolidge HS	271,300	
0105	4430 H Street SE	Davis ES	71,100	
0106	3240 Stanton Rd, SE	DCPS Head Start	77,500	
0107	3815 Fort Dr, NW	Deal JSH	143,700	
0108	2600 Douglass Rd, SE	Douglas School	137,700	
0109	908 Wahler Pl, SE	Draper ES	54,000	
0110	1301 New Jersey Ave, NW	Dunbar HS	343,400	
0111	3301 Lowell Street, NW	Eaton ES	49,100	
0112	1830 Constitution Ave, NE	Eliot JSH	155,100	
0113	1698 35th Street, NW	Duke Ellington School	167,500	
0114	1720 1st Street, NE	Emery ES	63,800	
0115	1730 R Street, NW	Ross ES	22,400	
0116	5200 2nd Street, NW	Rudolph ES	84,400	
0117	2400 Shannon Pl, SE	Savoy ES	64,800	
0118	2130 G Street, NW	School Without Walls	32,000	
0119	5600 East Capitol Street, SE	Shadd ES	72,100	
0120	301 Douglas Street, SE	Shaed ES	72,100	
0121	925 Rhode Island Ave, NW	Shaw JHS	230,400	
	Locations	Properties	Estimated	Price per

			<u>Size (square feet)</u>	<u>Facility</u>
0122	7800 14th Street, NW	Shepherd ES	79,700	
0123	401 Mississippi Ave, SE	Simon ES	66,200	
0124	1404 Jackson Street, NE	Slowe ES	54,500	
0125	4400 Brooks Street, NE	Smothers ES	43,000	
0126	3650 Ely Pl, SE	Sousa MS	160,000	
0127	2500 Benning Rd, NE	Spingarn Senior High	215,400	
0128	1436 & 1446 Irving Street, NW	Shelter & Trailer	10,200	
0129	1480 Girard Street, NW	Columbia Heights Community Center	47,625	
0130	1725 15th Street, NE	Fleet/SWMA Warehouse/Admin	35,100	
0131	1800 Anacostia Dr, SE #Pool	Anacostia Fitness Recreation Center	11,643	
0132	1833-35 West Virginia Ave, NW	Fleet Repair/Fueling Station	78,550	
0133	2210 Adams Pl, NE		12,546	
0134	2500 Georgia Ave, NW	Banneker Rec Center	12,400	
0135	251 Hamilton Street, NW	Rudolph Rec Center	33,412	
0136	2901 20th Street, NE	Langdon Park Recreation Center	11,103	
0137	300 McMillan Dr, NW	Communication Center	22,250	
0138	301 C Street, NW	Municipal Center	59,206	
0139	3030 G Street, SE	Early Childhood Dev Center	28,861	
0140	3050 R Street, NW	Hurt Home	30,000	
0141	310 & 320 McMillan Dr, NW	911 Communication Center	35,000	
0142	3149 16th Street, NW	DPR Main Office	13,600	
0143	3200 Benning Rd, NE	SWMA Transfer Station	76,348	
0144	TOTAL (GROUP II)		4,902,706	
	GROUP III			
0145	4200 Kansas Ave, NW (Georgia Ave & Upshur Street)	Petworth Library	19,304	
0146	4901 V Street, NW	Palisades Library	20,110	
0147	5001 Central Ave, SE	Capital View Branch	21,000	
0148	5401 S. Dakota Ave, NE	Lamond-Riggs Library	17,927	
0149	1801 Rhode Island Ave, NE	Woodridge Library	20,812	
0150	2000 14th Street, NW	Reeves Center	254,470	
0151	515 D Street, NW	Recorder of Deeds	46,085	
0152	4 Dc Village		21,647	
0153	2225 5th Street, NE	Engine Company #12	14,330	
0154	2225 M Street, NW	Engine Company #1	15,788	
0155	2301 L Street, NW	Spec Operations Div	10,530	
0156	2425 Irving Street, SE	Engine Company #32	10,300	
0157	2535 Sherman Ave, NW	Engine Company #4	19,000	
0158	2701 Pennsylvania Ave, SE	Parking lot	26,790	
0159	2813 Penn Ave, SE	Engine Company #19	8,640	
0160	300 Indiana Ave, NW	Municipal Center	507,790	
0161	310 Mcmillan Dr,	Fusion Center	16,500	
0162	3203 Martin Luther King Ave, SE	Engine Company #25	10,248	
0163	3320 Idaho Avenue, NW	2nd District Police	36,852	
0164	5600 E Capitol Street, NE	Evans MS	125,800	
0165	3950 37th Street, NW	Hearst ES	17,400	
0166	425 Chesapeake Street, SE	Hendley ES	73,200	
	Locations	Properties	Estimated	Price per

			<u>Size (square feet)</u>	<u>Facility</u>
0167	335 8th Street, SE	Hine JHS	131,300	
0168	1100 50th Pl, NE	Houston ES	59,900	
0169	3219 O Street, NW	Hyde ES	20,000	
0170	30 P Street, NW	J. F. Cook ES	43,500	
0171	4650 Benning Rd, SE	Fletcher/Johnson	302,000	
0172	801 7th Street,	Jefferson JHS	109,000	
0173	301 49th Street, NE	Kelly Miller Middle School	160,000	
0174	1300 44th Street, NE	Kenilworth ES	57,100	
0175	1919 15th Street, SE	Ketcham ES	88,300	
0176	5001 Dana Pl, NW	Key ES	17,400	
0177	3375 Minnesota Ave, SE	Kimball ES	83,400	
0178	1700 Q Street, SE	Kramer MS	154,000	
0179	5701 Broad Branch Rd, NW	Lafayette ES	113,600	
0180	1900 Everts Street, NE	Langdon ES	101,400	
0181	501 Riggs Rd, NE	LaSalle ES	63,000	
0182	4200 Martin Luther King Ave,SW	Leckie ES	65,000	
0183	300 Bryant Street, NW	Lewis	49,500	
0184	2701 Naylor Rd, SE	Stanton ES	83,800	
0185	1050 21st Street, NW	StevensES	39,500	
0186	410 E Street, NE	Stuart-Hobson MS	105,900	
0187	1675 M Street, NW	Sumner Museum	28,320	
0188	1800 Perry Street, NE	Taft	194,300	
0189	7010 Piney Branch Rd, NW	Takoma EC	119,000	
0190	1200 L Street, NW	Thomson ES	40,950	
0191	3101 13th Street, NW	Tubman ES	66,600	
0192	3264 Stanton Rd, SE	Turner ES	77,500	
0193	1150 5th Street, SE	Van Ness	74,400	
0194	100 L Street, NW	Walker-Jones ES	104,200	
0195	420 12th Street, SE	Watkins ES	69,300	
0196	1375 Mt Olivet Rd, NE	Webb ES	103,700	
0197	1338 Farragut Street, NW	West ES	69,600	
0198	1299 Neal Street, NE	Wheatley EC	86,375	
0199	2350 Pomeroy Rd, SE	Wilkinson ES	144,900	
0200	3100 Erie Street, SE	Winston EC	137,700	
0201	3201 Ft Lincoln Dr, NE	Theodore Hagans Cultural Center	33,716	
0202	320-324 Kennedy Street, NW	Providence Hospital	15,000	
0203	342 37th Street, SE	Transitional Housing	20,000	
0204	35 K Street, NE		30,000	
0205	8300 Riverton, Laurel, MD	Children's Center - Oak Hill	222,460	
0206	4001 East Capitol Street, SE	Benning Stoddard Community Center	11,787	
0207	4003 Calvert Street NW	Stoddert Rec. Center	13,257	
0208	425 O Street, NW	Bundy	47,700	
0209	4300 Anacostia Ave, NE	Kenilworth Parkside Rec.Center	18,300	
0210	4300-4304 12th Street, SE	Transitional Housing	20,000	
0211	4851 Minnesota Ave, NE	Simon Care Center	18,894	
0212	4901-T Bates Rd, NE	SWMA Transfer Station	31,926	
0213	501 Mississippi Ave, SE	Oxon Run Pool	28,223	
0214	TOTAL (GROUP III)		4,990,231	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
	GROUP IV			
0215	3160 16th Street, NW	Mt. Pleasant Library	16,576	
0216	3307 7th Street, NE	Northeast Branch	13,900	
0217	3310 Connecticut Ave, NW	Cleveland Park Library	21,318	
0218	3660 Alabama Ave, SE	Francis Gregory Library	18,944	
0219	1101 24th Street, NW	West End Library	20,700	
0220	441 4th Street,, NW	One Judiciary Square	617,823	
0221	50 49th Street, NE	Engine Company #30	9,240	
0222	500 E Street, SE	1st District Substation	10,017	
0223	500 F Street, NW	Engine Company #2	35,000	
0224	501 New York Ave, NW	ROC Central	7,890	
0225	5101 Georgia Ave, NW	Engine Company #24	12,491	
0226	550 Water Street, SW	Police Harbor Unit	12,000	
0227	5760 Georgia Ave, NW	Engine Company #22	8,448	
0228	6001 Georgia Ave, NW	4th District Police	42,498	
0229	750 Park Rd, NW	4th District Substation	13,793	
0230	77 P Street, NW Basement	Basement	4,500	
0231	801 Shepherd Street, NW	ROC North	41,300	
0232	915 Gallatin Street, NW	DC Ready Rescue	16,442	
0233	Blue Plain Dr, SW	ERT & Mobile Force	4,500	
0234	100 Lincoln Rd, NE	Emery (Old) ES	35,586	
0235	3999 8th Street, SE	Ferebee-Hope ES	193,800	
0236	2425 N Street, NW	Francis JHS	95,100	
0237	2435 Alabama Ave, SE	Garfield ES	102,098	
0238	2001 10th Street, NW	Garnett-Patterson MS	82,700	
0239	1200 S Street, NW	Garrison ES	60,200	
0240	500 19th Street, NE	Gibbs ES	64,800	
0241	920 F Street, NE	Goding (Prospect) ES	59,200	
0242	1500 Minnesota Ave SE	Green ES	77,700	
0243	2517 17th Street, NW	H.D. Cooke ES	64,000	
0244	1401 Brentwood Rd, NE	Hamilton Special Ed Ctr	180,700	
0245	219 50th Street, SE	Nalle ES	83,900	
0246	2725 10th Street, NE	Noyes ES	49,700	
0247	2200 Minnesota Ave SE	Orr ES	75,900	
0248	2801 Calvert Street, NW	Oyster ES	29,700	
0249	3560 Warder Street, NW	Park View ES	82,200	
0250	4600 Livingston Rd	Patricia R Harris EC	348,700	
0251	4300 South Capitol Street, SW	Patterson ES	62,200	
0252	425 C Street, NE	Peabody ES	37,800	
0253	1709 3rd Street, NE	Penn Center	105,500	
0254	704 26th Street, NE	Phelps Vocational Ctr	136,000	
0255	4601 Texas Ave, SE	Plummer ES	69,400	
0256	1350 Upshaw St NW	Powell ES	38,500	
0257	1650 30th Street, SE	Randle Highland ES	52,900	
0258	915 Spring Rd NW	Raymond EC	73,600	
0259	4820 Howard Street, NW	Reno School	12,882	
0260	4800 Meade Street, NE	Ronald Brown MS	156,000	
0261	1900 Mass Ave, SE	Multi Buildings	740,380	
0262	1910 Mass Ave, SE	Morgue/DCGH	27,530	
0263	200 Bryant Street, NW	SWMA Roadside & Landscaping	13,376	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
0264	2001 East Capital Street, SE	DC Armory	284,236	
0265	201 Bryant Street, NW	Garage & Shop	51,622	
0266	201 N Street, SW	King Greenleaf Rec Center	28,890	
0267	2019 West Virginia Ave, NE	Fleet Welding/SWMA Solid Waste Collection	45,000	
0268	2025 3rd Street NW (301 Elm)	Gage-Eckington	86,500	
0269	2200 Adams Place	DC Warehouse	308,121	
0270	TOTAL (GROUP IV)		4,943,801	

B.3.2 OPTION YEAR ONE

See Price/Cost schedules on pages 2-8. Offerors shall provide a separate price for each Contract Line Item Number (CLIN) as listed in the Proposal Breakdown Sheet below.

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
CLIN	GROUP I -			
1001	901 G Street, NW	M.L. King Jr. Library	400,000	
1002	2720 Martin Luther King Drive, SE	Unified Command Center	13,800	
1003	100 42nd Street, NE	6th District Police	37,935	
1004	101 Atlantic Street, SE	Engine Company #33	15,000	
1005	101 M Street, SW	Bowen Police Department	71,900	
1006	1018 13th Street, NW	Engine Company #16	25,032	
1007	1103 Half Street, SW	Repair Shop & Engine Company #7	60,000	
1008	1227 Monroe Street, NE	Engine Company #17	4,552	
1009	1300 New Jersey Ave, NW	Company #6 Squad #1 (FEMS)	17,280	
1010	1338 Park Road, NW	Property Warehouse #38	6,792	
1011	1340 Rhode Island Ave, NE	Engine Company #26	6,500	
1012	1342 Florida Ave, NE	Engine Company #10	13,100	
1013	3420 14th Street, NW	Engine Company #11	14,000	
1014	3522 Connecticut Ave, NW	Engine Company #28	8,864	
1015	414 4th Street, SW	1st District Police	36,270	
1016	414 8th Street, SE	Engine Company #18	10,100	
1017	4201 Minnesota Ave, NE	Engine Company #27	5,325	
1018	4300 Wisconsin Ave, NW	Engine Company #20	13,472	
1019	450 6th Street, SW	Engine Company #13	11,150	
1020	4600 Shepherd Parkway, SW	Training Academy	23,918	
1021	4665-69 Blue Plains Drive, SW	Inst Police Science; K9; Impound; bomb squad	112,283	
1022	4801 North Capitol Street, NE	Engine Company #14	7,500	
1023	4811 MacArthur Blvd, NW	Engine Company #29	9,436	
1024	4930 Connecticut Ave, NW	Engine Company #31	11,720	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
1025	2020 19th Street, NW	Adams ES	59,400	
1026	533 48th Place NE	Aiton ES	57,100	
1027	401 EYE Street, SW	Amidon ES	70,800	
1028	5171 South Dakota Ave, NE	Backus MS	126,800	
1029	3401 4th Street, SE	Ballou HS	271,300	
1030	1755 Newton St, NW	Bancroft ES	79,800	
1031	800 Euclid Street, NW	Banneker HS	180,000	
1032	430 Decatur Street, NW	Barnard ES	67,000	
1033	3600 Alabama Ave, SE	Beers ES	77,500	
1034	3101 16th Street, NW	Bell HS	355,400	
1035	100 41st Street, NE	Benning ES	70,900	
1036	2505 Martin Luther King Ave, SE	Birney ES	86,800	
1037	330 3rd Street SE	Brent ES	47,500	
1038	1300 Nicholson Street NW	Brightwood ES	78,036	
1039	215 G Street NE	Logan ES	47,200	
1040	659 G Street NE	Ludlow-Taylor ES	66,900	
1041	1001 Monroe Street NE	Luke C. Moore Academy HS	27,482	
1042	4400 Iowa Ave NW	MacFarland MS	110,000	
1043	100 Gallatin Street NE	Mamie D. Lee School	45,800	
1044	4430 Newark Street NW	Horace Mann ES	21,903	
1045	2200 Champlain Street NW	Marie Reed LC	162,700	
1046	3100 Ft Lincoln Dr NE	Marshall Educational Ctr	111,686	
1047	3400 Wheeler Rd SE	McGogney ES	67,600	
1048	101 T Street NE	McKinley Tech	282,200	
1049	5002 Hayes Street NE	Merritt MS	90,400	
1050	601 15th Street NE	Miner ES	63,500	
1051	1000 Mt Olivet Rd, NW	Group Home	105,800	
1052	1000 Ohio Dr , SW	East Potomac Pool	40,810	
1053	1001 Half Street, SW	Southwest Inspection Station	350,000	
1054	1005 5th Street NE	Hayes	32,800	
1055	1230 Sumner Rd SE	Barry Farm Rec. Center	24,299	
1056	1302 E Street SE	13th & E Street Park	138,085	
1057	1323 Naylor Ct NW	Archives	15,000	
1058	1325 S Street NW	Warehouse #1	16,290	
1059	1338 G Street SE		29,160	
1060	1355 New York AVE	Halfway House	30,900	
1061	13th & D Street SE	Pool	10,423	
1062	1411-P Minnesota Ave SE	Park	10,243	
1063	1425 41st Street SE	Fort Davis Community Center	13,555	
1064	2501 11th Street NW	Meyer	62,200	
1065	27 O Street NW	M. M. Washington	89,700	
1066	3012 Georgia Ave NW	Bruce Monroe	110,700	
1067	5101 G Street SE	Benning Park Rec. Center	17,739	
1068	5601 Conn Ave NW	Chevy Chase Community Center	13,947	
1069	625 P Street NW	J F Kennedy Rec. Center	18,000	
1070	65 Massachusetts Ave,	Gales Housing for Women	41,000	
1071	8100 Main Avenue	Children's Center - Oak Hill	90,577	
1072	850 Delaware Ave SW	S W Health Center	22,422	
1073	925 13th Street NW	Franklin Shelter	17,949	
1074	TOTAL (GROUP I)		4,963,235	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
	GROUP II –			
1075	5625 Connecticut Ave NW	Chevy Chase Library	24,618	
1076	60 Atlantic Street, SW	Washington Highlands Library	17,119	
1077	7420 Georgia Ave, NW	Shepherd Park Library	19,000	
1078	900 Wesley Pl, SW	South West Branch Library	21,600	
1079	1350 Pennsylvania Ave, NW	Wilson Building	278,150	
1080	95 M Street	United Way Building	138,311	
1081	1512 C Street, SE	Engine Company #8	10,080	
1082	1617 U Street, NW	Engine Company #9	10,476	
1083	1620 V Street, NW	3rd District Police	38,852	
1084	1700 Rhode Island Ave, NE	Youth & Family	10,762	
1085	1763 Lanier Pl, NW	Engine Company #21	12,800	
1086	1805 Bladensburg Rd, NE	5th District Police	36,888	
1087	1923 Vermont Ave, NW	Grimke Elementary	17,678	
1088	2 Dc Village	Mobile Force	10,000	
1089	2101 14th Street, SE	Engine Company #15	12,720	
1090	2119 G Street, NW	Engine Company #23	7,408	
1091	3412 Dent Pl, NW	Engine Company #5	7,200	
1092	2175 West Virginia Ave, NE	Fleet Maintenance	144,000	
1093	850 26th Street, NE	Browne JHS	215,400	
1094	820 26th Street, NE	Brown-Young School	70,400	
1095	1401 Michigan Ave, NE	Bunker Hill ES	69,400	
1096	1820 Monroe Street, NE	Burroughs ES	63,900	
1097	301 53rd Street, SE	C. W. Harris ES	56,000	
1098	4501 7th Street, NW	Clark ES	53,800	
1099	2120 13th Street, NW	Harrison School	48,900	
1100	421 P Street, NW	Montgomery ES	73,700	
1101	1565 Morris Road SE	Moten ES	99,700	
1102	4810 36th Street NW (3600 Davenport)	Murch ES	47,700	
1103	1825 8th Street, NW	Cleveland ES	37,100	
1104	6315 5th Street, NW	Coolidge HS	271,300	
1105	4430 H Street SE	Davis ES	71,100	
1106	3240 Stanton Rd, SE	DCPS Head Start	77,500	
1107	3815 Fort Dr, NW	Deal JSH	143,700	
1108	2600 Douglass Rd, SE	Douglas School	137,700	
1109	908 Wahler Pl, SE	Draper ES	54,000	
1110	1301 New Jersey Ave, NW	Dunbar HS	343,400	
1111	3301 Lowell Street, NW	Eaton ES	49,100	
1112	1830 Constitution Ave, NE	Eliot JSH	155,100	
1113	1698 35th Street, NW	Duke Ellington School	167,500	
1114	1720 1st Street, NE	Emery ES	63,800	
1115	1730 R Street, NW	Ross ES	22,400	
1116	5200 2nd Street, NW	Rudolph ES	84,400	
1117	2400 Shannon Pl, SE	Savoy ES	64,800	
1118	2130 G Street, NW	School Without Walls	32,000	
1119	5600 East Capitol Street, SE	Shadd ES	72,100	
1120	301 Douglas Street, SE	Shaed ES	72,100	
1121	925 Rhode Island Ave, NW	Shaw JHS	230,400	
1122	7800 14th Street, NW	Shepherd ES	79,700	
1123	401 Mississippi Ave, SE	Simon ES	66,200	



	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
1124	1404 Jackson Street, NE	Slowe ES	54,500	
1125	4400 Brooks Street, NE	Smothers ES	43,000	
1126	3650 Ely Pl, SE	Sousa MS	160,000	
1127	2500 Benning Rd, NE	Spingarn Senior High	215,400	
1128	1436 & 1446 Irving Street, NW	Shelter & Trailer	10,200	
1129	1480 Girard Street, NW	Columbia Heights Community Center	47,625	
1130	1725 15th Street, NE	Fleet/SWMA Warehouse/Admin	35,100	
1131	1800 Anacostia Dr, SE #Pool	Anacostia Fitness Recreation Center	11,643	
1132	1833-35 West Virginia Ave, NW	Fleet Repair/Fueling Station	78,550	
1133	2210 Adams Pl, NE		12,546	
1134	2500 Georgia Ave, NW	Banneker Rec Center	12,400	
1135	251 Hamilton Street, NW	Rudolph Rec Center	33,412	
1136	2901 20th Street, NE	Langdon Park Recreation Center	11,103	
1137	300 McMillan Dr, NW	Communication Center	22,250	
1138	301 C Street, NW	Municipal Center	59,206	
1139	3030 G Street, SE	Early Childhood Dev Center	28,861	
1140	3050 R Street, NW	Hurt Home	30,000	
1141	310 & 320 McMillan Dr, NW	911 Communication Center	35,000	
1142	3149 16th Street, NW	DPR Main Office	13,600	
1143	3200 Benning Rd, NE	SWMA Transfer Station	76,348	
1144	TOTAL (GROUP II)		4,902,706	
	GROUP III			
1145	4200 Kansas Ave, NW (Georgia Ave & Upshur Street)	Petworth Library	19,304	
1146	4901 V Street, NW	Palisades Library	20,110	
1147	5001 Central Ave, SE	Capital View Branch	21,000	
1148	5401 S. Dakota Ave, NE	Lamond-Riggs Library	17,927	
1149	1801 Rhode Island Ave, NE	Woodridge Library	20,812	
1150	2000 14th Street, NW	Reeves Center	254,470	
1151	515 D Street, NW	Recorder of Deeds	46,085	
1152	4 Dc Village		21,647	
1153	2225 5th Street, NE	Engine Company #12	14,330	
1154	2225 M Street, NW	Engine Company #1	15,788	
1155	2301 L Street, NW	Spec Operations Div	10,530	
1156	2425 Irving Street, SE	Engine Company #32	10,300	
1157	2535 Sherman Ave, NW	Engine Company #4	19,000	
1158	2701 Pennsylvania Ave, SE	Parking lot	26,790	
1159	2813 Penn Ave, SE	Engine Company #19	8,640	
1160	300 Indiana Ave, NW	Municipal Center	507,790	
1161	310 Mcmillan Dr,	Fusion Center	16,500	
1162	3203 Martin Luther King Ave, SE	Engine Company #25	10,248	
1163	3320 Idaho Avenue, NW	2nd District Police	36,852	
1164	5600 E Capitol Street, NE	Evans MS	125,800	
1165	3950 37th Street, NW	Hearst ES	17,400	
1166	425 Chesapeake Street, SE	Hendley ES	73,200	
1167	335 8th Street, SE	Hine JHS	131,300	
1168	1100 50th Pl, NE	Houston ES	59,900	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
1167	335 8th Street, SE	Hine JHS	131,300	
1168	1100 50th Pl, NE	Houston ES	59,900	
1169	3219 O Street, NW	Hyde ES	20,000	
1170	30 P Street, NW	J. F. Cook ES	43,500	
1171	4650 Benning Rd, SE	Fletcher/Johnson	302,000	
1172	801 7th Street,	Jefferson JHS	109,000	
1173	301 49th Street, NE	Kelly Miller Middle School	160,000	
1174	1300 44th Street, NE	Kenilworth ES	57,100	
1175	1919 15th Street, SE	Ketcham ES	88,300	
1176	5001 Dana Pl, NW	Key ES	17,400	
1177	3375 Minnesota Ave, SE	Kimball ES	83,400	
1178	1700 Q Street, SE	Kramer MS	154,000	
1179	5701 Broad Branch Rd, NW	Lafayette ES	113,600	
1180	1900 Everts Street, NE	Langdon ES	101,400	
1181	501 Riggs Rd, NE	LaSalle ES	63,000	
1182	4200 Martin Luther King Ave SW	Leckie ES	65,000	
1183	300 Bryant Street, NW	Lewis	49,500	
1184	2701 Naylor Rd, SE	Stanton ES	83,800	
1185	1050 21st Street, NW	Stevens ES	39,500	
1186	410 E Street, NE	Stuart-Hobson MS	105,900	
1187	1675 M Street, NW	Sumner Museum	28,320	
1188	1800 Perry Street, NE	Taft	194,300	
1189	7010 Piney Branch Rd, NW	Takoma EC	119,000	
1190	1200 L Street, NW	Thomson ES	40,950	
1191	3101 13th Street, NW	Tubman ES	66,600	
1192	3264 Stanton Rd, SE	Turner ES	77,500	
1193	1150 5th Street, SE	Van Ness	74,400	
1194	100 L Street, NW	Walker-Jones ES	104,200	
1195	420 12th Street, SE	Watkins ES	69,300	
1196	1375 Mt Olivet Rd, NE	Webb ES	103,700	
1197	1338 Farragut Street, NW	West ES	69,600	
1198	1299 Neal Street, NE	Wheatley EC	86,375	
1199	2350 Pomeroy Rd, SE	Wilkinson ES	144,900	
1200	3100 Erie Street, SE	Winston EC	137,700	
1201	3201 Ft Lincoln Dr, NE	Theodore Hagans Cultural Ctr.	33,716	
1202	320-324 Kennedy Street, NW	Providence Hospital	15,000	
1203	342 37th Street, SE	Transitional Housing	20,000	
1204	35 K Street, NE		30,000	
1205	8300 Riverton, Laurel, MD	Children's Center - Oak Hill	222,460	
1206	4001 East Capitol Street, SE	Benning Stoddard Community Center	11,787	
1207	4003 Calvert Street NW	Stoddert Rec. Center	13,257	
1208	425 O Street, NW	Bundy	47,700	
1209	4300 Anacostia Ave, NE	Kenilworth Parkside Rec.Center	18,300	
1210	4300-4304 12th Street, SE	Transitional Housing	20,000	
1211	4851 Minnesota Ave, NE	Simon Care Center	18,894	
1212	4901-T Bates Rd, NE	SWMA Transfer Station	31,926	
1213	501 Mississippi Ave, SE	Oxon Run Pool	28,223	
1214	TOTAL (GROUP III)		4,990,231	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
	GROUP IV			
1215	3160 16th Street, NW	Mt. Pleasant Library	16,576	
1216	3307 7th Street, NE	Northeast Branch	13,900	
1217	3310 Connecticut Ave, NW	Cleveland Park Library	21,318	
1218	3660 Alabama Ave, SE	Francis Gregory Library	18,944	
1219	1101 24th Street, NW	West End Library	20,700	
1220	441 4th Street,, NW	One Judiciary Square	617,823	
1221	50 49th Street, NE	Engine Company #30	9,240	
1222	500 E Street, SE	1st District Substation	10,017	
1223	500 F Street, NW	Engine Company #2	35,000	
1224	501 New York Ave, NW	ROC Central	7,890	
1225	5101 Georgia Ave, NW	Engine Company #24	12,491	
1226	550 Water Street, SW	Police Harbor Unit	12,000	
1227	5760 Georgia Ave, NW	Engine Company #22	8,448	
1228	6001 Georgia Ave, NW	4th District Police	42,498	
1229	750 Park Rd, NW	4th District Substation	13,793	
1230	77 P Street, NW Basement	Basement	4,500	
1231	801 Shepherd Street, NW	ROC North	41,300	
1232	915 Gallatin Street, NW	DC Ready Rescue	16,442	
1233	Blue Plain Dr, SW	ERT & Mobile Force	4,500	
1234	100 Lincoln Rd, NE	Emery (Old) ES	35,586	
1235	3999 8th Street, SE	Ferebee-Hope ES	193,800	
1236	2425 N Street, NW	Francis JHS	95,100	
1237	2435 Alabama Ave, SE	Garfield ES	102,098	
1238	2001 10th Street, NW	Garnett-Patterson MS	82,700	
1239	1200 S Street, NW	Garrison ES	60,200	
1240	500 19th Street, NE	Gibbs ES	64,800	
1241	920 F Street, NE	Goding (Prospect) ES	59,200	
1242	1500 Minnesota Ave SE	Green ES	77,700	
1243	2517 17th Street, NW	H.D. Cooke ES	64,000	
1244	1401 Brentwood Rd, NE	Hamilton Special Ed Ctr	180,700	
1245	219 50th Street, SE	Nalle ES	83,900	
1246	2725 10th Street, NE	Noyes ES	49,700	
1247	2200 Minnesota Ave SE	Orr ES	75,900	
1248	2801 Calvert Street, NW	Oyster ES	29,700	
1249	3560 Warder Street, NW	Park View ES	82,200	
1250	4600 Livingston Rd	Patricia R Harris EC	348,700	
1251	4300 South Capitol Street, SW	Patterson ES	62,200	
1252	425 C Street, NE	Peabody ES	37,800	
1253	1709 3rd Street, NE	Penn Center	105,500	
1254	704 26th Street, NE	Phelps Vocational Ctr	136,000	
1255	4601 Texas Ave, SE	Plummer ES	69,400	
1256	1350 Upshaw St NW	Powell ES	38,500	
1257	1650 30th Street, SE	Randle Highland ES	52,900	
1258	915 Spring Rd NW	Raymond EC	73,600	
1259	4820 Howard Street, NW	Reno School	12,882	
1260	4800 Meade Street, NE	Ronald Brown MS	156,000	
1261	1900 Mass Ave, SE	Multi Buildings	740,380	
1262	1910 Mass Ave, SE	Morgue/DCGH	27,530	
1263	200 Bryant Street, NW	SWMA Roadside & Landscaping	13,376	

	<u>Locations</u>	<u>Properties</u>	<u>Estimated Size (square feet)</u>	<u>Price per Facility</u>
1264	2001 East Capital Street, SE	DC Armory	284,236	
1265	201 Bryant Street, NW	Garage & Shop	51,622	
1266	201 N Street, SW	King Greenleaf Rec Center	28,890	
1267	2019 West Virginia Ave, NE	Fleet Welding/SWMA Solid Waste Collection	45,000	
1268	2025 3rd Street NW (301 Elm)	Gage-Eckington	86,500	
1269	2200 Adams Place	DC Warehouse	308,121	
1270	TOTAL (GROUP IV)		4,943,801	

B.3.3 Pricing Totals

CLIN BASE YEAR		TOTAL AMOUNT
0074	TOTAL (GROUP I)	\$
0144	TOTAL (GROUP II)	\$
0214	TOTAL (GROUP III)	\$
0270	TOTAL (GROUP IV)	\$
CLIN OPTION YEAR ONE		TOTAL AMOUNT
1074	TOTAL (GROUP I)	\$
1144	TOTAL (GROUP II)	\$
1214	TOTAL (GROUP III)	\$
1270	TOTAL (GROUP IV)	\$

B.4 If an Offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

B.5 This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act). The Offeror shall be subject to the additional requirements included in Attachment J.8

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Department of Real Estate Services (DRES) is seeking qualified firms who have the capability to conduct Investment Grade Energy Audits to evaluate the condition of building envelopes and the performance of energy-consuming equipment (i.e. lighting, boilers, chillers, air handling systems and pumps). Related work includes, but is not limited to, evaluating the performance of the facilities' heating, ventilation and air conditioning systems; identifying energy saving measures and estimating payback period; screening for opportunities for water conservation, storm water management, and renewable energy systems. This should include any and all supporting systems as well as proposing energy conservation action plans.

The primary purpose of this solicitation is to select firms that have the capability to perform Investment Grade Audits on all District owned buildings, which will assist the District in achieving mandated reductions in energy consumption.

The goal is to achieve the following five (5) objectives:

- Reduce energy consumption by District facilities
- Promote “sustainable behavioral awareness”
- Reduce the carbon footprint of the District’s facilities
- Reduce operating costs
- Maintain customer comfort

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date/ Version
1.	http://www.whitehouse.gov/recovery/WebinarTrainingMaterials/	ARRA requirements	
2.	LEED Policies	LEED Certification Guidebook	October 2008

C.3 DEFINITIONS

The following terms, when used, have the following meanings:

1. “Operational and Maintenance Savings”, Operational savings that are derived from sequencing or changing the operational temperatures, times or conditions equipment is on or off. Maintenance savings that are derived from programs that repair and maintain equipment differently than currently done.
2. “Energy Assessments”, Energy audits as identified within the energy industry through such entities as the U.S. Department of Energy, Department of Defense and the General Services Administration energy programs.

3. “Energy Conservation Measures (ECM)”, are actions taken to improve the operation and efficiency of an energy consuming device or system without adversely affecting the quality of service provided.
4. “Successful Offeror”, means the entity to which a contract is awarded as a result of this Request For Proposals.
5. “Subcontractor”, means only those having a direct Contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the “Work.” It excludes one who merely finishes material not so worked. It also includes those supplying architectural, engineering, or other design services to the Contractor.
6. “Cost Avoidance”, means the difference between current and baseline cost, baseline cost being what current cost would have been had no energy efficiency measures been implemented. Baseline cost also reflects variation in weather severity, occupancy, equipment loads, operating patterns, and energy rates.

C.4 REQUIREMENTS

- C.4.1 The Contractor shall Conduct an investment grade energy audit and provide a detailed engineering feasibility study of the energy/utility systems serving the facility for each facility that they are assigned. Effectively analyze all existing facility systems, equipment, operations and utility costs. This will include but not limited to a comprehensive technical analysis encompassing: building envelope (roofing, windows, glass, walls, insulation, etc.) automatic temperature control systems, HVAC and HVAC controls, electrical systems, lighting, chiller and boiler operations, including distribution systems, ductwork and any and all related equipment.
- C.4.2 The Contractor shall identify all technical solutions in audited facilities which will maximize energy and cost savings and provide a definitive estimate of costs and savings resulting from proposed energy conservation measures. This information will be used by the District to prioritize their energy and cost savings projects.
- C.4.3 The Contractor shall provide a definitive estimate of all costs savings expected to result from the proposed energy conservation/efficiency measures.
- C.4.4 The Contractor shall consult with DRES Energy Department or the utility/fuel supply companies for historical usage prior to conducting analysis of existing systems and utility costs.
- C.4.5 The Contractor shall also field-verify existing conditions to accurately determine the condition and operational characteristics of the existing systems. This will include a complete list of the mechanical and electrical equipment in the facility, the locations of all equipment and provide a single line drawing depicting the exiting configurations.
- C.4.6 The Contractor shall identify and recommend potential Energy Conservation/Efficiency Measures (ECM) for each facility. The ECMs must be designed using a system-wide approach, for the optimization of building operations. If a type of light fixture or lighting system, mechanical system or building automation system is to be upgraded, it should be upgraded throughout the facility. The suggested modifications will include new single line drawings, proposed locations (if necessary) and configuration modifications.

- C.4.8 The Contractor shall provide a comprehensive list of all suggested ECM's by building and in total for all the facilities they conduct audits on.
- C.4.9 The Contractor shall identify and quantify deferred maintenance items that qualify as energy cost reduction measures to be included in the project.
- C.4.10 The Contractor shall evaluate all systems and provide supporting documentation of the assessment to support any replacement/upgrade of electrical, steam, and/or natural gas distribution systems.
- C.4.11 The Contractor shall identify and evaluate water conservation and storm water conservation measures.
- C.4.11 The Contractor shall provide a plan to install sub-meters for all buildings (gas, electric, water, etc.) to measure savings where applicable.-- include cost and description of such equipment.
- C.4.12 The Contractor shall assess the feasibility of new energy management systems and automatic controls.
- C.4.13 The Contractor shall assess the feasibility of distributed generation, including economic benefits from utility rebates and participation in demand side management programs.
- C.4.14 The Contractor shall assess the feasibility of renewable and/or innovative technology applications.
- C.4.15 The Contractor shall identify in the project plan which measures conform to all requirements of applicable utility energy conservation rebate incentive programs in order to minimize cost.
- C.4.16 The Contractor shall provide itemized cost for all recommendations in the following format:
 - C.4.26.1 Project costs shall include a detailed breakout of:
 - (a) Total fee for engineering and design;
 - (b) Total cost of construction period interest;
 - (c) Total material and equipment costs;
 - (d) Total labor cost;
 - C.4.26.2 The pro forma savings estimate shall include for each year:
 - (a) Energy savings;
 - (b) Operational and maintenance savings (if applicable);
 - (c) Water savings (if applicable);
 - (d) Maintenance cost increase (reduction).

SECTION D: PACKAGING AND MARKING

This section intentionally left blank.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be one (1) year from date of award specified on page one (1) 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 one (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 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 Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

Deliverable	Quantity	Format/Method of Delivery	Due Date
Audit report	1	Hard copy report for each building.	Building reports are to be completed within 30 days after completion of the audit. All buildings are to be completed within twelve months after award of contract
Audit report	1	Digital copy for each building. Soft copy will be in Word 7.0 format	Building reports are to be completed within 30 days after completion of the audit. All buildings are to be completed within twelve months after award of contract

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th 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 with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of Finance and Resource Management (OFRM)
441 4th Street, NW, Suite 890N
Washington, DC 20001
202-727-0333

- 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 (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 agency 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

G.4.1 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on a monthly basis, on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

*Diane B. Wooden
Contracting Officer
Department of Real Estate Services
2000 14th Street, NW, Fifth Floor
Washington, DC 20009
Telephone: 202-671-2405
Diane.Wooden@dc.gov*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the

responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

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

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

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

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

Michael Yambrach
Energy Management, Program Manager
2000 14th Street, N, Fifth Floor
Washington, DC, 20009
202-671-0729
Michael.Yambrach@dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, Dated 05/26/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO 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 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 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 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 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO 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 CO 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 this contract any decision of the CO 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 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING PLAN COMPLIANCE

H.9.1 Reporting. If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.1.1 The dollar amount of the contract or procurement;

H.9.1.2 A brief description of the goods procured or the services contracted for;

H.9.1.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

- H.9.1.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.1.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.1.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.2 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.2.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.2.2** In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 DISTRICT RESPONSIBILITIES

- H.10.1** The District will provide access to the facilities to be audited upon notification from the Contractor of date and time of audit.

H.11 CONTRACTOR RESPONSIBILITIES

- H.11.1** The Contractor shall make all necessary submittals in compliance with the ARRA requirements, and provide copies of all documentation to the COTR and the CO.
- H.11.2** The Contractor shall coordinate the scheduled of audits with the COTR.

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. To obtain a copy of the SCP go to 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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same

insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$ 3,000,000 per occurrence, including the District of Columbia as additional insured.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment,

scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden
Contracting Officer
2000 14th Street, NW, Fifth Floor
Washington, DC 20009
202-671-2405/Diane.Wooden@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

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

- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2103, Revision No. 8, Dated 05/26/2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice and Living Wage Fact Sheet
J.6	Tax Certification Affidavit www.ocp.dc.gov click on “Solicitation Attachments”
J.7	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	Provisions Applicable to Procurements Under the American Recovery and Reinvestment Act
J.9	W-9 Tax Form
J.10	Master Collection 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).

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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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 of the Offeror 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:

(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.6.

K.8 CERTIFICATION OF ELIGIBILITY

The Offeror's signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the Offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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 multiple contract[s] 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 a contract 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

- L.2.1** One original and eight (8) 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.
- L.2.2** 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 Pricing 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 is included in the proposal.
- L.2.3** 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. DCAM-2010-R-0126, "Energy Audits at Various District Government Facilities."
- L.2.4** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.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 local time on May 28, 2010 at the Third Floor Bid Room, located at 2000 14th Street, NW, Washington, DC. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.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 and time 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS AND PRE-PROPOSAL CONFERENCE

L.4.1 A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held at **2:00 p.m.** local time, on **May 10, 2010** at the **2000 - 14th Street, NW, 5th Floor, Washington, D. C. 20009.**

Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-proposal Conference Attendance Roster at the conference so that Offeror's attendance can be properly recorded.

L.4.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position.

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors by way of an amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offerors. The Amendment(s) shall be posted on the OCP website at www.ocp.dc.gov. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Diane Wooden, Department of Real Estate Services (DRES), Contracting and Procurement Division, 2000 14th Street, NW, Washington DC 20009, by e-mail, letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DRES, Contracting and Procurement Division, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer 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 Submission of a response deems permission to make inquiries concerning the respondent and its officers and to any persons or firms deemed appropriate by The District of Columbia. Any proprietary information that the contractor does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by The District of Columbia solely for the purpose of evaluation and contract negotiations.

L.6.2 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.6.3 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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 §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 §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

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

*Diane B. Wooden
Contracting Officer
Contracting and Procurement Division
2000 14th Street, NW, Fifth Floor
Washington, D.C. 20009*

and

*Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001*

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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO 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, 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 GENERAL STANDARDS OF RESPONSIBILITY

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

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 CO 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 CO shall determine the prospective contractor to be nonresponsible.

L.19.9 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. 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.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

Only firms that have completed a minimum of ten (10) investment grade audits of similar type buildings will be considered. Responses from other parties shall not be considered.

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 this solicitation) and any signed amendments to this solicitation. The person signing the offer shall initial erasure 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) Offeror must complete and submit, with their proposal, the required attachments J.3, J.4, J.5, J.6, J.7, J.9, J.10, certifications stated in Section K-Certifications of this solicitation and acknowledgement of receipt of any amendments to the solicitation.

L.20.1.2 Technical Approach

- 1) The Offeror shall describe its approach to performing Investment Grade Energy Audits as required and completing the work outlined in Section C as well as the deliverables. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.
- 2) The Offeror shall provides description of its approach to preparing reports, analysis and recommendations as required in Section C of this solicitation. The Offeror shall agree to provide the services and abode by the requirements set forth in that Section.

L.20.1.3 Technical Expertise

- 1) The Offeror shall provide the following additional information for its proposed key personnel who will be assigned to this project.
 - a) Resume for each with full name, title and position with the 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 work experience; and
- e) Percentage of time that each will devote to this project in total and broken down by task.

L.20.1.4 Past Performance

1) The Offeror shall disclose how many Investment Grade Energy Audits they have completed in the past two (2) years, list the building types as well as total square feet for the projects.

2) The Offeror shall provide a list of ten (10) contracts the Offeror has previously performed similar services for such as:

The District, a city, county, municipality, states or the Federal Government. 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 five (5) of its client references complete a copy of the attached Past Performance Evaluation Form returned in a sealed envelope signed by the client over the envelope flap and submit these with the proposal.

L.20.2 Price Proposal

The Price Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.3 of this solicitation, and Cost/Price Data and Certification (Attachment J.7). The price proposal may also contain additional; narrative or tables to explain the Offeror's assumptions regarding energy and staffing requirements used in developing it 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 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the Offeror’s total technical score will be determined by adding the Offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s

response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 Technical Criteria (80 Points maximum)

M.3.1.1 Factor: Technical Approach (20 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 type of buildings required to be audited., as well as 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 service.

The standard is met when the Offeror:

- 1) The Offeror provides description of its approach to the performance of Investment Grade Energy Audits, as well as all requirements stated in Section C of this solicitation. The Offeror shall agree to provide the services and abode by the requirements set forth in that Section.
- 2) The Offeror provides description of its approach to preparing for Investment Grade Energy Audits and organizing the data collected as well as analysis of the data as required in Section C of this solicitation. The Offeror shall agree to provide the services and abode by the requirements set forth in that Section.
- 3) The Offeror provides description of its approach to preparing reports, analysis and recommendations as required in Section C of this solicitation. The Offeror shall agree to provide the services and abode by the requirements set forth in that Section.

M.3.1.2 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:

- 1) The Offeror has proposed the key personnel to be assigned to this project and have:
 - a. Submitted resumes 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 the practice and the affiliation (that is staff or subcontractor);
 - b. Education/Training;
 - c. License or Certification as applicable;
 - d. Details about 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.

M.3.1.3 Factor: Past Performance (40 Points maximum)

Descriptions: 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 has been met when:

- 1) The Offeror has demonstrated its list of contacts that it has previously performed for similar services, for the District, a city, county, and municipality, the Federal Government or any instrumentality or agency of any of the foregoing related energy audits.
- 2) The Offeror has demonstrated its client references complete the attached Past performance Evaluation Form and submit with the proposal.

M.3.2 PRICE (20 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5 OPEN MARKET CLAUSES

M.5.1 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.5.1.1 General Preferences

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

- M.5.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (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.5.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime

resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

- M.5.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (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.5.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

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

- M.5.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.2.5** Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When DSLBD 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.5.5 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.5.2 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, NW, Suite 970N
Washington DC 20001

M.5.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.5.6.1**A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.3**The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4**The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.6.5**A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6**In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7**Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.6.8**A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.6.9**A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the C O and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.5.7.1**The dollar amount of the contract or procurement;

M.5.7.2A brief description of the goods procured or the services contracted for;

M.5.7.3The name and address of the business enterprise from which the goods were procured or services contracted;

M.5.7.4Whether the subcontractors to the contract are currently certified business enterprises;

M.5.7.5The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.5.7.6A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and

M.5.7.7A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.5.8.1If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the CO determines the contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.5.8.2In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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