

		<b>1. Solicitation No.</b> GF-2020-R-0031	<b>2. Type</b> <input type="checkbox"/> Sealed Bid <input checked="" type="checkbox"/> Sealed Proposal	<b>3. Date Issued</b> July 5, 2021	<b>Page</b> 1 of 64
		<b>4. Contract Number</b>		<b>5. Requisition/Purchase Request No.</b>	
<b>7. Issued By:</b> University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		<b>8. Address Offer To:</b> Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008			
<b>9. FOR INFORMATION CONTACT</b>	<b>A. Name</b> Michiko Gadson	<b>B Telephone</b> 202-274-5191		<b>C. E-Mail Address</b> <a href="mailto:mgadson@udc.edu">mgadson@udc.edu</a>	
<b>IMPORTANT – The “Offeror” Section of this form must be completed by the Offeror</b>					
<b>SOLICITATION</b>					
<b>NOTE:</b> In sealed bid solicitations “offer” and Offeror” mean “bid” and bidder”					
10. Sealed offers in “original plus 6 copies to perform the work required shall be received at the place specified in item 8, or hand carried to the bid counter located at address shown in item 8 not less than 2:00 p.m. local time on <u>July 30, 2021</u> .					
11. The University requires performance of work described in strict accordance with the following:					
DESCRIPTION		SECTION		PAGE	
Solicitation Offer/Award Form		A		1-2	
Schedule for Construction, Alterations, Repair, Price		B		3-5	
Scope/Specifications/Drawings		C		6-20	
Packaging and Markings		D		21	
Inspection and Acceptance		E		22	
Deliveries and Performance		F		23	
Contract Administration Data		G		24-28	
Special Contract Requirements		H		29-33	
Contract Clauses		I		34-44	
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Representations, Certifications and Other Statements of Bidders		K		46	
Instructions to Bidders		L		47-57	
Evaluation Preference Points		M		58-64	
Attachments J.1, J.2, J.5 & J.6					
12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work not later than 45 days from start date specified in NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.					
13. <b>The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 10 calendar days after receiving the UDC Notice of Intent to Award.</b>					
<b>14. Additional Solicitation Considerations</b> A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. <b>A BID GUARANTEE</b> <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required <b>PERFORMANCE AND PAYMENT BONDS</b> are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised January 2007).					
<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF STRATEGIC SOURCING AND PROCUREMENT</b>					

<b>BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC)</b>										
15. Name, Company Name and Address of Bid or/Bidder (with zip code)				16. Telephone No. (    )				18. Remittance Address (if different than item 15)		
				17. E-mail address						
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within ___ calendar days after the date bids/bids are due.										
20. The bid or/bidder agrees to furnish any required performance and payment bonds.										
<b>21. ACKNOWLEDGEMENT OF AMENDMENTS</b>										
The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11										
Amendment Number										
Date										
22. Name and Title of Person authorized to sign bid/bid (Type of Print)				22A. Signature				22B. Bid/Bid Date		
<b>AWARD (To be completed by the University)</b>										
<b>23. Amount</b>						<b>24. Accounting and Appropriations data</b>				
<b>25. PAYMENT WILL BE MADE BY:</b> University of the District of Columbia Office of the Controller/Agency CFO 4200 Connecticut Avenue, NW Washington, DC 20008						<b>26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)</b>				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>										
<b>27. [ ] NEGOTIATED AGREEMENT</b> (The Contractor is required to sign this document and return ___ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.						<b>28. [ ] AWARD</b> (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
<b>29. Name and Title of Contractor of Person Authorized to sign (Type or Print)</b>						<b>30. Name of CO (Type of Print)</b>				
<b>29A. Signature</b>				<b>29B. Date</b>		<b>30A. Signature</b>			<b>30B. Date</b>	
<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF STRATEGIC SOURCING AND PROCUREMENT</b>										

**SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS****PRICE**

- B.1** The University District of Columbia Office of Contracting and Procurement, on behalf of (the “District”) is seeking a contractor to design, fabricate, deliver, and install a rooftop utility-interactive solar photovoltaic (PV) system.
- B.2** The District contemplates award of competitive sealed contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 403 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3017.
- B.3** **[PRICE SCHEDULE]**

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	DB Services for Building 32-42 & 38 Rooftop Solar PVC Installation	
<b>LUMP SUM BID PRICE</b>		
The Bidder’s Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

**B.4** **ESTIMATED PRICE RANGE**

\$600,000.00 – \$800,000.00

**B.5** **DESIGNATION OF SOLICITATION FOR THE OPEN MARKET WITH 35% SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended.

An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9. **Bidders and their subcontractors may apply for DSLBD certification on-line by going to <https://dslbd.dc.gov> and select “Get Certified.” Questions about certification email should be directed to: [cbe.info@dc.gov](mailto:cbe.info@dc.gov).**

**B.6 PRICE BREAKDOWN**

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, DB Services for Building 32-42 & 38 Rooftop Solar PVC Installation, Section B.6.1 below shall govern.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$
Div. 02	Existing Conditions	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastic	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Openings	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety & Security	\$
Div. 31	Earthworks	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
<b>DEDUCT OPTION</b> (See 2.2 Deduct Option)	Building #38 Rooftop Solar	\$
<b>Lump Sum Bid Price</b>	Lump Sum Bid Price	\$

\* Division means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum of all components and must equal the Lump Sum Bid Price.

#### Deduct Option

**All Bidder's shall provide a "Deductive Option" line-item cost for "Building #38 Rooftop Solar" on the B.6 Price Breakdown form. In the event the University determines to exercise the deduction prior to award. Contractor's submitted proposals shall be considered to meet the minimum requirements in Table 1 for buildings #32 and #42 as a standalone project.**

## SECTION C: SPECIFICATIONS/ STATEMENT OF WORK

### C.1 SCOPE OF WORK:

The University of District of Columbia Office of Contracting and Procurement, on behalf of (the “District”) is seeking a contractor to provide design-build services for the complete design and installation of new rooftop solar PVC panels with all necessary accoutrements needed to make the system complete and operational in accordance with all applicable laws, permits, codes and standards for certified solar photovoltaic energy generation systems in the District of Columbia. It is the intent to install the solar panels in a manner that will maximize the annual kWh production, Solar Renewable Energy Credits (for student scholarships) and provide for convenient maintenance. The work is located on the newly installed roofs of Building’s #32, #42, and #38 at 4200 Connecticut Avenue.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Law	District of Columbia Procurement Practices Reform Act	2010
2	Regulation	District of Columbia Municipal Regulations Title 8B Chapter 30	
3	Contract Clauses	Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Construction Projects (Revised January 2007).	January 2007
4	Wage Determination	General Decision Number: DC20210001 Superseded General Decision Number: DC20200001	06/25/2021
5	Living Wage Act	Effective July 1, 2021, the District’s Minimum Wage will increase again based on the CPI as of December 31, 2020.	July 1, 2021

### C.3 SCOPE OF SERVICES

The University of the District of Columbia (UNIVERSITY) is seeking an experienced and well qualified local contractor to design and construct a roof-mounted solar photovoltaic system installed on University rooftops. The design-build contractor shall provide all labor, materials, equipment, and supervision for the complete design and installation of new rooftop solar panels with all necessary accoutrements needed to make the system complete and operational in accordance with all applicable laws, permits, codes and standards for certified solar photovoltaic energy generation systems in the District of Columbia. It is the intent to install the solar panels in a manner that will maximize the annual KWh production, Solar Renewable Energy Credits (for student scholarships) and provide for convenient maintenance. The work is located on the newly installed roofs of Building’s #32, #42, and #38 at 4200 Connecticut Avenue, NW

in Washington, DC. Building's #32 & #42 are a combined total of approximately 32,000 square feet and Building #38 is approximately 15,900 square feet (offerors shall field verify actual square footages), although a sizable portion of the building 38 roof area is likely not suitable for solar panel installation. It is the awarded contractor's responsibility to determine which areas of the rooftops are suitable for solar installation and design the maximum kWh possible on each of the available roofs. See *Table 1* for requirements. The following description of the work pertains.

## **GENERAL REQUIREMENTS**

### **Roof Mounted Utility-Interactive Photovoltaic System**

#### **1. PROJECT IDENTIFICATION**

1.1. Project: Roof Mounted Grid Tied PV System

1.2. Location: University of the District of Columbia, 4200 Connecticut Avenue, Building #38

#### **2. PROJECT INFORMATION**

- 2.1. **Objective.** Contractor shall provide a total "turnkey" project including all necessary equipment, materials, design, manufacturing, and installation services for the installation of a Roof Mounted Grid Tied utility-interactive photovoltaic system that shall produce an expected minimum of 345,530 kWh AC per year at the point of interconnection, approximately 251 kW DC capacity. See *Table 1* below for expected minimum kWh requirements for each building. The contractor should prepare a system summary detailing each location, applicable equipment/size, predicted system energy production (kWh). In relations to any building mounted system, the contractor shall evaluate roof conditions and may remove the existing roof system and replace it with either an integrated roof/PV system or a new roof with PV system installed. Ground mounting options also may be considered to ensure the minimum power thresholds are met, however it's the University's preference to prioritize the rooftops. See the roofing specification for these requirements.

This project shall meet all requirements of this Statement of Work and other specifications included that apply. The University is looking for the best combination of price (including price per unit of output), technology, post-construction services, experience and proven performance, qualifications, educational and training opportunities, and overall thoroughness of the proposal and responsiveness to the RFP. In making its solar PV vendor selection, the University reserves the right to take these factors into account as it sees fit. The University's award of this contract, if at all, will be made in accordance with applicable statutory requirements and will be based on the Contractor's skill, experience, qualifications, proven performance, cost, value, operations and maintenance support, and the guarantee of stated kWh performance of the PV system. The University generally expects the system size to be optimized based on the available space, incentives, solar resource, and project economics with consideration given to long-term system operations and maintenance, performance, and impact to the roof and infrastructure.

Contractor is expected to be inclusive in any proposal, allowing for obtaining all necessary permits, including but not limited to permits required by the District of Columbia government, and shall pay all taxes and regulatory fees including interconnect processing cost.

Table 1

Building	Square footage	Expected Minimum kWh DC
#32	11,500	68 kW DC
#42	20,500	129 kW DC
#38	18,000	54 kW DC
Total	48,000	251 kW DC

## 2.2 Deduct Alternate

The contractor shall provide deduct alternate line-item cost for Building #38 on the B.6 Price Breakdown form. In the event the University determines to exercise the deduction prior to award. Contractor's submitted proposals shall be considered as meeting the minimum requirements in table 1 above for buildings #32 and #42 as a standalone project.

**2.3. Scope.** The contractor shall perform all professional services as necessary to provide the University of the District of Columbia with a complete design package including the requirements outlined in this Statement of Work. The contractor shall install the project such that it is operational and compliant with all applicable standards, building codes, UTILITY interconnection requirements, and District of Columbia (State) requirements. The contractor shall include specifications, calculations, and drawings in the design package, and turn it over to the University of the District of Columbia. After approval by the University of the final design package, the contractor shall provide all necessary construction to successfully complete the photovoltaic system installation. Upon completion of the project, the awarded contractor shall complete all applicable paperwork, apply for and register for rebate funding under a utility and with Solar Renewable Energy certificates (SRECs) paperwork. The University will manage the rebates and SRECs once the accounts and paperwork have been generated. Contractor shall also provide to the University, a written detailed 15-year operation and maintenance plan and schedule. The standard warranty coverage will be twenty (20) years for any PV panels and fifteen (15) years for all inverters, or consistent with current Construction Specification Institute (CSI) Guidelines for PV System warranty requirements, whichever is greater. Provide optional extended warranties on inverter and other key system components. Performance monitoring data access should be provided to the University. Performance monitoring data should include system energy and power production, ambient temperature, wind speed, and isolation. Provide an option for public access to production and consumption information. Work performed by the Contractor must not render void, violate, or otherwise jeopardize any pre-existing University facility or building warranties.

**2.4.** The University envisions a highly collaborative design/build delivery approach for this project. The expectation is that the D/B contractor will meet with the stakeholder bi-weekly to provide progress updates and review stakeholder comments to ensure delivery of a project that meets the expectations and needs of the University.

During the development period from initial concept to final design, the D/B team will work in close consultation with the University's Capital Planning & Construction office to ensure that all the goals are addressed.

**2.5.** Contractor shall submit for acceptance by the Capital Planning and Construction Project Manager, a Contractor Hazard Analysis / Accident Prevention Plan detailing the potential hazards that will be encountered during the execution of the work for this specific project, and how the Contractor intends to prevent accidents or injuries that might result from those hazards. Include in the Hazard Analysis / Accident Prevention Plan an emergency response plan indicating the steps that the contractor will take in the event of an emergency or accident on the job site. Include emergency contact numbers and the person on the job site designated by the Contractor as the Site Safety Representative. The Contractor shall conduct "tool box" safety meetings with the entire work crew each day that work takes place at the project site. The safety meetings shall be documented (by attendance and topic) in the Contractor's daily logs.



- 2.6. The Contractor shall direct all questions and requests from building occupants and users as well as local community interests to the University's Capital Project Manager.

The Contractor shall not release any oral, written, or graphic information regarding this project to outside sources without obtaining prior consent from the University. All requests for information concerning the project shall be referred to the University's Contracting Officer for a response.

All presentations to non-University entities must first be approved by the University.

- 2.7. The Contractor shall assist the University in the development and maintenance of the master project schedule. The master project schedule shall conform to the milestones and durations provided in the University's overall schedule. The Contractor shall provide weekly schedule updates to the University, showing progress on and completion of all required design stage services and construction stage work. The Contractor shall immediately notify the University of any anticipated delay in performance of the work.

- 2.8. Design and Construction phases, D/B Contractor shall hold/attend project progress meetings and/or presentations with the University representatives. The meetings and presentations will keep all parties apprised of the design progress/status and impending activities. Minutes for all meetings will be recorded by the contractor and distributed to all parties within 48 hours of the conclusion of the meeting. These meetings may coincide with meetings/presentations required below under the Scope of Services. The Contractor shall also attend special project technical meetings as needed involving Project Delivery Team technical disciplines. The Contractor shall also attend construction oversight/update meetings with representatives from the University as needed, but no less than monthly. During construction, the contractor shall provide a daily report to the University's designated Project Manager indicating the items of work and progress made on the project that were completed on each work day. The initial project submittals, the Contractor shall provide a complete schedule of values that includes a cost breakdown of each component of this project. The schedule of values shall show separate labor, material, equipment, and overhead costs. The Contractor shall update the construction schedules monthly prior to each payment request and provide an advance copy of the construction progress report to the University's project team. The Contractor shall provide documentation evidencing the cost of work performed (including updated certified payrolls) to be included in the payment request.

Before submitting each payment request, the Contractor shall meet with the University's Project Manager to review the advance copy of the construction progress report. The Contractor shall ensure that the Project Manager is in agreement as to the progress of the construction work and the value of the work completed.

Based upon agreed value of work completed, the Contractor shall submit monthly payment requests to the University.

### **2.8.1. Design Guidelines for Rooftop PV Installation.**

**Design Guidelines for Rooftop PV.** Contractor shall develop a design for a new photovoltaic system at 4200 Connecticut Avenue, Buildings #32, #42, and #38. Any drawings provided are meant for informational purposes only and must be field verified by the contractor.

- Mounting system shall limit roof penetrations and shall be either building integrated roof PV or fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors.
- Conduit penetrations shall be minimized.
- If the system is not building integrated or membrane sealed, the system shall be fixed tilt (minimum 5 degrees tilt for flat roof or flush mounted for sloped roof) with an orientation that maximizes annual energy production.

- All roof access points shall be securely locked at the end of each day.
- The system layout shall meet local fire department, code, and ordinance requirements for roof access.
- Describe each type of mounting system proposed, and its features to optimize performance and to enhance aesthetics.
- Describe the system's ability to minimize or eliminate roof penetrations.
- Describe specific activities to maintain roof integrity.
- State whether you're the manufacturer of your own mounting system.

**2.8.2. Performance Criteria.** The following performance criteria shall be met for all arrays:

- Power provided shall be either 208V, 480V or 13.8 kV three phase compatible with the onsite distribution system.
- Proposal shall provide estimated energy delivery for each array, for each month of the year and total for the year at the delivered voltage (208V, 480V or 13.8 kV). The estimated annual energy delivery for all arrays shall be a minimum of 345,530 kWhAC/year at point of interconnection (POI). (Building 32-42 as stand alone shall be a minimum of 271,190 kWhAC/year at point of interconnection (POI).
- The STC-rated power value will be entered into PVWatts (<http://pvwatts.nrel.gov/>) using the nearest weather file to determine estimated energy delivery in kWh AC. A default value for the system losses of 14% shall be used.
- PV array shall mean one or more PV modules having that same orientation and on the same maximum power point tracking (MPPT) system. Every array with differing orientation shall have a separate MPPT system.
- All proposed/implemented PV array locations shall be shade free from 9AM until 3PM (solar time). Contractor shall provide documentation of shading calculations for exterior extents for each proposed array. These calculations may be modified for shading obstructions that will be removed and mitigated as part of the project. Suggested documentation would include sun path diagrams for exterior array locations or SunEye measurements.
- All PV hardware components shall be either stainless steel or aluminum. PV structural components shall be corrosion resistant (galvanized steel, stainless steel, composites, or aluminum).
- The project, including supports and power conductors, shall not interfere with roof drains, water drainage, expansion joints, air intakes, existing electrical and mechanical equipment, existing antennas, and planned areas for future installation of equipment shown on drawings.
- Provide detailed descriptions and price impact for solar PV output performance guarantees. Submit actual contract language to be used for a performance guarantee including your standard terms for such guarantees. The performance guarantee should target 95% annual estimated output for ten (10) years with three five (5) year options.

**2.8.3. Production Metering.** The project shall have:

- At least one production meter at POI.

**2.8.4. Construction.** Perform all construction necessary for the successful installation of the system based upon the design generated from 2.2.1., 2.2.2., and 2.2.3.

## 2.9. Technical Requirements and Reference Materials

**2.9.1. Code Compliance.** Installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by UL, FM, ETL, or another Nationally Recognized Testing Laboratory shall be used as components in the project. Non-listed products are only permitted for use as project components when a comparable useable listed component does not exist. Non-listed products proposed for use as components must be identified as such in all submittals.

The contractor shall use project components that are or are made of materials that are recyclable, contain recycled materials, and that are EPA or Energy Star rated if they are available on the market.

The publications listed below form a part of this document and are hereby incorporated by reference:

- National Electrical Code (NEC)
- UL 1703 Flat – Plate PV Modules and Panels
- UL 1741 – Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems
- FM Approved – Fire Protection Tests for Solar Component Products
- IEC 62446 Grid Connected Photovoltaic Systems- Minimum Requirements for System Documentation, Commissioning Tests, and Inspections

Other technical codes that shall apply include:

- ASME PTC 50 (solar PV performance)
- ANSI Z21.83 (solar PV performance and safety)
- NFPA 853 (solar PV systems near buildings)
- IEEE 1547 (interconnections)
- ASCE/ SEI-7 – American Society of Civil Engineers – “Minimum Design Loads for Buildings and Other Structures”.
- NRCA – National Roofing Contractors Association

## 2.10. Roles and Responsibilities.

**2.10.1. Contractor.** The contractor is required to provide:

- Design concepts
- Construction documents and engineering calculations that are signed and sealed by a licensed architect or engineer
- Submittals for materials and products
- Construction materials, equipment and labor
- Design and construction supervision / contract management
- Quality control plan (QCP)
- Safety plan
- Inspections and tests (per QCP)
- Manuals (design calculations, operation/maintenance, shop drawing, etc.)
- Commissioning of project (the final commissioning/acceptance testing, and one year after the acceptance date per Section 6.1.)
- Mentoring and training University building facilities management staff and students for

installation, operation, and maintenance

- Optional operations and maintenance during the first year. Optional service plan after the first year (included as an UDC Facilities funded “Service Contract” option).
- The installation of a Web-based monitoring system

**2.10.2.** The University will:

- Review for approval design submittals and the QCP
- Witness inspections and test witnesses to verify attainment of performance requirements
- Make progress payments for design / construction as agreed

## **PROPOSAL CONCEPT DRAWINGS AND SPECIFICATIONS SUBMISSIONS**

**2.11. Concept Drawings.** The contractor shall provide the University with concept drawings with the proposal. The drawings must indicate the proposed location of the PV array(s) and access points along with a one-line electrical diagram showing inverters, transformers, meters, and interconnection locations. All drawings shall be submitted with dimensions shown in English units.

**2.12. Concept Information.** The proposal shall include major equipment information, proposed installation/interconnection information, applicable incentive information, and performance characteristics of the system. Identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring
- Efficient operation
- Low operating losses
- Secured location and hardware
- Compatibility with existing facilities
- Avoidance of flood-prone areas
- Visual harmony

All products shall comply with the technical requirements shown under section 7, “Solar Electric Module Array”. At a minimum, the proposed concept information shall include:

Equipment Information:

- System description
- Layout of installation
- Selection of key equipment and layout of equipment
- Performance of equipment components, and subsystems
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Controls, monitors, and instrumentation
- Operation and maintenance service plan

Installation Interconnection Information:

- Solar electric array orientation (degrees)
- Solar electric module tilt (degrees)
- Electrical grid interconnection requirements
- Integration of solar PV system with other power sources
- System type and mode of operation (utility interactive)

Performance Characteristics

- Shading calculation documentation
- Total system output
- Estimated kWh/month per array (shown over a 12-month period)
- Warranties and guarantees

Provide a PV module warranty that meets the requirements of CSI and as a minimum period of 20 years. Provide an inverter warranty that meets the requirements of CSI and as a minimum a period of 10 years. Provide a roof guarantee to maintain the integrity of the roofing system at the PV system penetration points for the remaining life of the roof at installation.

Include a copy of the PV module warranty.

Include a copy of the inverter warranty.

Provide your standard system warranty and service contract provisions.

Confirm whether your company finds the warranty requirements acceptable.

#### Applicable Incentives

- Identify all applicable incentives

#### Interconnection Agreement

- Provide confirmation that the PV systems will be designed to comply with applicable UTILITY interconnection requirements.
- Obtain a generator certification number and develop an account with the PJM GATS. The PJM GATS is used to track the generation and transfer of SRECS from the facility. SRECS are created in the GATS based on energy production meter readings uploaded to the system by the generator.

#### Cost

- Total bid price of project including ALL commissioning services as described in Section 6.1.

### **SPECIAL REQUIREMENTS**

#### **3. DESIGN SERVICES**

Solar PV system shall be designed and engineered to maximize the solar energy resources, taking into consideration the customer's electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, proposed future site improvements, and other relevant factors.

Design Services for this project shall require a schematic design submission, a design development submission, a check set submission and a construction document submission. A final set of as-built drawings shall also be provided to the University. These submissions shall be delivered to the University based on the project schedule submitted and approved by the University. The design package shall include the following details (4.1-4.6).

- 3.1. Timeline/Project Schedule.** Contractor is required to provide an estimate on project timeline and schedule.
- 3.2. Post Award Conference / Kick-off Meeting.** Within 3 calendar days after receipt of the contract award. The meeting will be attended by the University team members and the contractor's personnel. At a minimum, the prime contractor's project manager and foreman, the primary designer, and a representative of any subcontractor performing over 25% of the work must attend. The meeting will be held at the project location. The purpose of the meeting will be to discuss the contractor's plan for completing the design and construction, including a construction schedule. A walk-through of the site will occur at the end of the meeting.

**3.3. Specifications.** A full set of specifications shall not be required for this project. However, specifications that express all information and demonstrate sufficient detail to direct the construction work outlined in this Statement of Work shall be required. The specifications package shall be coherent enough that any contractor not familiar with the project would be able to construct the project design. The specifications shall include all equipment information, proposed installation and interconnection information, and performance characteristics of the system.

**3.3.1.** All drawings, estimates, calculations, and specifications shall be in English units.

**3.3.2.** The contract shall take into account a construction plan producing a minimum disruption of day-to-day activities, utilities, services, etc.

### **3.4. Construction Drawings**

**3.4.1.** Provide drawings for each discipline required (architectural, structural, electrical, etc.), with separate plans for new work and demolition as well as special types of drawings where necessary, such as enlarged plans, equipment curbing and flashing details, roof penetration details etc. Drawings shall clearly distinguish between new and existing work.

**3.4.2.** Each drawing shall indicate project title, project number, array identification and location, A/E firm, A/E's address and/or phone number, contract number, drawing title, drawing type, drawing number, and key plan. A cover sheet shall be provided and shall include a list of the drawings, legend, vicinity map, and location map in addition to all items required for each drawing. Each A/E submission shall be clearly dated and labeled (e.g. 75% Design Development Submission, 100% Check Set Submission, Construction Document Submission, As-Built Drawings, etc.). Each drawing sheet submitted shall include a graphic scale in the lower right-hand portion of the sheet. The final set shall be stamped by a registered engineer and/or registered architect for the state in which the building/carport is located. At a minimum, the following drawings are required:

- Site plan including utility locations and connections – shall show staging and phasing requirements.
- Electrical plans – including single line diagram and utility interconnection.
- Electrical details.
- Roof plan and/or carport plan – showing the full layout of the system and detailing any obstacles that must be permanently or temporarily removed or relocated.
- Array support and mounting details.
- Any drawings that may be required to install a complete project.
- Water proofing details

**3.4.3.** The contract documents shall sufficiently define the Statement of Work and shall stand on their own.

**3.4.4.** Specifically address the means to keep the existing building accessible and operational by means of relocation and / or phasing.

**3.5. Calculations.** The contractor will provide the following calculations.

**3.5.1.** System Electrical Calculations. Provide with design development and again with 100% check set.

- PVWatts calculation
- System energy production calculation showing estimated monthly and yearly energy output for each array
- Energy value and project cash flow

- 3.5.2.** Energy performance calculated by a detailed PV analysis program such as System Advisory Model (SAM: <https://sam.nrel.gov/> ) or PVsyst using proposed specific PV modules and inverters.
- 3.5.3.** For the rooftop PV arrays, include roof structural loading calculations. These calculations shall specifically address roof loading from the PV array and confirmation that the loading does not exceed existing roof framing capacity as determined by your analysis. The documents included in this contract might include a preliminary *Roof Structural Analysis*. This document could provide some preliminary indications on the existing roofs capability to carry additional loading and is intended to assist during the proposal process in developing your concept design. If provided, it is not intended to alleviate the need to do array specific structural calculations during the subsequent design phases.
- 3.6. Registration Seals.** Each final working drawing and each submitted specification and calculation document shall be signed by, bear the seal of, and show the state certificate number of the architect and/or engineer who prepared the document and / or is responsible for its preparation.

#### **4. DESIGN SUBMISSIONS**

Awarded contractor will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the University. The awarded Contractor will complete and submit in a timely manner all documentation required to qualify for available rebates and incentives.

- 4.1. Design Reviews.** For each design / drawing submissions, the University reserves the right to make comments and request changes after the receipt of the submission. Reviews will be made by the University staff. As part of its review, the University may offer submission reviews to local code officials. the University shall provide review comments within fourteen (14) calendar days of receipt of the 75% Design Development Submission and the 100% Construction Set Submission.
- 4.2. Purpose.** the University will review the contractor design submissions to verify adherence to contract requirements. Design reviews by the University are not to be interpreted as resulting in an approval of the contractor's apparent progress toward meeting contract requirements but are intended to discover any information that can be brought to the contractor's attention that might prevent errors, misdirection, or rework later in the project. The contractor shall remain completely responsible for designing, constructing, operating and maintaining the project in accordance with the requirements of this Statement of Work.
- 4.3. Resolution of Comments.** The contractor shall respond to all design review comments in writing, indicating one of the following: (1) adoption and action taken, (2) adoption with modifications and action taken, (3) alternative resolution and action taken, or (4) rejection. In cases other than unqualified adoption, the contractor shall provide a statement as to why the reviewer's comment is inappropriate. If the contractor believes that any of the University design comments or requested changes will result in a change in the contract cost, they shall notify the University within seven calendar days of receiving the comment(s) and provide a detailed cost estimate of anticipated contract modifications. Rejection items shall not go forward to the construction phase until adequate resolution to the rejected item has been approved by the University. Design review comments shall not relieve the contractor from compliance with terms and conditions of this contract. The contractor's comment resolution shall be transmitted to the University within seven (7) calendar days of comment receipt and incorporate discussions from the scheduled design comment review meetings.

#### **5. UTILITY INTERCONNECTION AGREEMENT**

- 5.1. The contractor shall coordinate with PEPCO to ensure that the project satisfies all PEPCO criteria for interconnection of the project to the PEPCO electric distribution system. This includes coordinating all negotiations, meeting with PEPCO, design reviews, and participating in any needed interaction between PEPCO and the University. Also see:  
<https://www.pepco.com/SmartEnergy/MyGreenPowerConnection/Pages/ConnectingYourSystemtotheGrid.aspx>
- 5.2. The contractor is responsible for preparing required submissions for obtaining the Net Energy Metering (NEM) and interconnection agreement from the utility. The University will sign the NEM and interconnection agreements (if necessary), not the contractor.
- 5.3. The contractor shall manage interconnection and startup of the project in coordination with the University and PEPCO. The contractor shall at its own expense pay any interconnection, processing, and other fees and expenses as may be required by PEPCO for interconnection and operation of the project.

## 6. Quality Control Plan

- 6.1. **Content.** For each performance and installation requirement, the QCP shall identify: item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. Each inspection/test shall be included in the overall construction schedule. The contractor is not relieved from required performance tests should these not be included in the plan. All solar panel generation systems proposed under this RFP must conform to industry best practices and the requirements set forth in this Statement of Work. Each offeror must demonstrate how their proposal will meet these technical requirements, and its pricing must be based on these specifications.

The QCP is intended to document those inspections and tests necessary to assure the University that product delivery, quality and performance are as required. It also serves as an inspection coordination tool between the contractor and the University. An example of these inspections/tests is the final test/inspection for overall performance compliance of the system. Results from tests and inspections shall be submitted within 24 hours of performing the tests and inspections.

At a minimum, the QCP should conform to the most recent edition of "IEC 62446 Grid Connected Photovoltaic Systems - Minimum Requirements for System Documentation, Commissioning Tests, and Inspections (2009)".

Performance tests will be conducted at the final commissioning/acceptance testing, and one year after the acceptance date. Performance tests will include I-V curve traces for all PV strings. For project acceptance, measured performance at maximum power point must be at least 90% of expected performance, which will be adjusted for concurrently measured cell temperature and plane of array (POA) irradiance. This can be accomplished using a current industry standard I-V curve tracer with capability to compare measured PV string I-V curves with nameplate performance of PV string compensated for concurrent cell temperature and POA irradiance measurements. If performance is less than 90% at the one-year performance tests (measured using the same method as for project acceptance), contractor shall promptly troubleshoot and correct any malfunction or issues as necessary to return project to 90% measured performance or better. The contractor shall supply the University with detailed documentation of malfunction or errors and all corrective actions taken.

- 6.2. **Submissions.** The QCP shall be prepared and submitted within 21 calendar days of the post award conference meeting and prior to any construction on-site. The QCP may be rejected as incomplete and returned for resubmission if there is any performance, condition or operating test that is not covered therein.



**6.3. Updating.** During construction, the contractor shall update QCP if any changes are necessary due to any changes or schedule constraints. the University shall be notified immediately of any schedule and/or procedural changes.

## **7. SOLAR ELECTRIC MODULE ARRAY**

### **7.1. Photovoltaic Modules**

**7.1.1.** PV modules shall be a commercial off-the-shelf product, shall be UL listed, and shall be on the California Senate Bill 1 (SB1) List of Eligible SB1 Guidelines Compliant Photovoltaic Modules to be eligible for Construction Specifications Institute (CSI), and shall be properly installed according to manufacturer's instructions, NEC, and as specified herein.

**7.1.2.** The PV modules shall be installed such that the maximum amount of sunlight available year-round on a daily basis should not be obstructed. At a minimum, all PV arrays shall be shade free from 9 a.m. until 3 p.m. (solar time). All projects must include documentation of the impact from any obstruction on the seasonal or annual performance of the solar electric array.

**7.1.3.** The solar electric system shall produce the minimum annual AC energy output. If the system is proposed to produce more than the minimum required energy output to reduce the cost per delivered kWh then the system shall produce the "proposed" energy. The output will be adjusted if the actual yearly solar insolation received is less than that indicated by PVWatts. A normalizing calculation will be made to correct the output, so a contractor is not penalized for an extremely cloudy year.

**7.1.4.** System wiring shall be installed in accordance with the provisions of the NEC.

**7.1.5.** All modules installed in a series string shall be installed in the same plane/orientation.

**7.1.6.** PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under STC. PV modules that do not satisfy this warranty condition shall be replaced.

**7.1.7.** Panel installation design shall allow for the best ventilation possible of panels to avoid adverse performance impacts.

**7.1.8.** Provide the University with 1% extra PV panels.

**7.1.9.** Warranty. Provide a panel manufacturer's warranty as a minimum: No module will generate less than 95% of its specified minimum power when purchased. PV modules shall have a 25-year limited warranty guarantying a minimum performance of at least 80% of the original power for at least twenty-five (25) years. Measurement made under actual installation and temperature will be normalized to standard test conditions using the temperature and coefficients published in the module specifications.

### **7.2. Inverter and Controls**

**7.2.1.** Each inverter and associated controls shall be properly installed according to manufacturer's instructions.

**7.2.2.** Inverters shall be commercial off-the-shelf product, listed to UL 1741 and IEEE 1547, and shall be on the compliant List of Eligible Inverters.

The inverter shall have at a minimum the following features:

- UL/ETL listed
- Peak efficiency of 96% or higher
- Inverter shall have operational indicators of performance and have built-in data acquisition and remote monitoring.
- The inverter shall be capable of parallel operation with the existing AC power. Each inverter shall automatically synchronize its output waveform with that of the utility upon restoration of utility power.

**7.2.3.** Warning labels shall be posted on the control panels and junction boxes indicating that the circuits are energized by an alternate power source independent of utility-provided power.

**7.2.4.** Laminated operating instructions shall be posted on or near the system(s), and on file with facilities operation and maintenance documents.

**7.2.5.** Provide detailed lock out /tag out instructions for all equipment.

**7.2.6.** Power provided shall be compatible with onsite electric distribution systems.

- Install inverters and control panels in most optimum locations with appropriate environmental protection. Roofs may be used if structurally sufficient. If inverters are mounted outside they shall be shaded from direct sun from 10 a.m. to 6 p.m. in the months of June to August and be able to be secured.

**7.2.7.** The inverter and system shall utilize an astronomical timer or other means to shut down the inverter during night time to avoid energy usage at night.

**7.2.8.** Warranty. A 10-year manufacturers' warranty shall be provided.

### **7.3. Control Panel to Solar Electric Array Wire Runs**

**7.3.1.** Areas where wiring passes through ceilings, walls or other areas of the building shall be properly restored, booted, sealed and returned to their original condition.

**7.3.2.** Thermal insulation in areas where wiring is installed shall be replaced to "as found or better condition." Access doors to these areas shall be properly sealed and gasketed.

**7.3.3.** All field electrical devices shall have the capability to be locked as appropriate.

### **7.4. PV Monitoring**

**7.4.1.** The PV systems installed shall provide for monitoring by the University as well as by the general public on a vendor provided website. The public site is intended for education and outreach regarding renewable energy production and information on avoided greenhouse gas production. The public site shall be kept updated and available for fifteen (15) years.

**7.4.2.** Monitor by an IP addressable device and displayed graphically in a user-friendly manner the following parameters:

- AC energy
- Solar irradiance
- Show status of all equipment
- Provide electrical one line showing operation and performance of all equipment

Data shall be available both in real time and in archived 15-minute averages. All monitoring hardware and monitoring equipment shall be provided by the contractor.

System shall also include metering for remote data collection and display on vendor-provided web site of system performance. System performance shall allow display during different monitoring periods from one hour to one year.

**7.4.3.** Provide networking equipment, engineering, programming, wiring, and software to allow remote connection by the University to the local area network.

**7.4.4.** Meters utilized for the project shall be listed on CEC List of Eligible System Performance Meters per SB1 Guidelines, shall be UL listed, and shall comply with UTILITY net energy metering requirements.

**7.4.5.** Meters shall be installed in the main distribution panel (MDP) when possible. Meters shall not be mounted to the transformer housing without prior approval when there is no other reasonable place to mount it.

## **7.5. Transformers**

**7.5.1.** Stand-alone boost up transformers not incorporated into the inverters shall be National Electrical Manufacturers Association (NEMA) premium efficiency. Exterior transformers shall be housed in a NEMA 3R enclosure and be pad mounted. They shall be located next to switchgear housings where indicated on drawings.

## **7.6. Structural Requirements**

**7.6.1.** All structures, including array structures, shall be designed in accordance with all applicable state and local codes and standards.

**7.6.2.** The contractor shall provide structural calculations, stamped by a licensed professional structural engineer in the appropriate state.

**7.6.3.** All structural components shall be non-corrosive (galvanized steel, stainless steel or aluminum). All hardware shall be stainless steel or aluminum. All components shall be designed to obtain a minimum 40-year design life.

**7.6.4.** All roof penetrations shall be designed and constructed in collaboration with the roofing professional or manufacturer responsible for the roof and roofing material warranty for the specific site (Tremco Roofing). The number and size of the penetrations necessary to extend the power and control cable into the building must be kept to a minimum and grouped in a single location when practicable. All roof installations and weather proofing of penetrations shall not compromise the roof warranty, or if roof has no warranty, accepted best practice. The roof penetrations and roof connections shall be warranted for weather tightness for ten (10) years from the installer including parts and labor.

**7.6.5.** Rooftop installations where there is no parapet or the parapet is less than 42", a 6' safety zone from the roof edge to the PV system shall be maintained. A 3' clear path of travel shall be maintained to and around all rooftop equipment. Design shall address access for maintenance and replacement of the equipment. Appropriate fall protection or temporary platforms shall be incorporated into the design to allow for this maintenance and replacement work. If the inverters are mounted on the roof this equipment shall have permanent access walkways installed to facilitate monitoring and maintenance.

## **7.7. Attachment to Roof**

**7.7.1.** The system shall be mounted using the best means practicable, such as direct attachment or a fully ballasted system. All penetrations and structural connections associated with supports and conduit shall be kept to a minimum and shall be waterproof.

**7.8. Lightning Protection.** Provide surge protection on all electrical systems.

**7.9. PV System Installation Warranty.** The PV systems shall carry a fifteen (15) year workmanship warranty by both the manufacturer and the installer including parts and labor.

## **8. QUALIFICATIONS FOR INCENTIVES**

**8.1. Incentives and Benefits:** Contractor shall determine and select all incentives and benefits available to the project, except that it shall select from among any mutually exclusive incentives for which the project might qualify in a way reasonably expected to maximize net present value to the University of all incentives and benefits, RECs, energy cost savings that might be realized in relation to the project.

Contractor shall make application and pay all deposits and fees for the selected incentives and ensure that the University receives all benefits of incentives to the extent reasonably within Contractor's control.

Project shall be designed and constructed to comply with requirements of all other benefits programs for which it might qualify such as accreditation for RECs, green tags, and tradable renewable energy certificates (TRECs). Certification shall be accomplished through the District of Columbia Public Service Commission or the required public authority.

Contractor shall complete all paperwork and application processes necessary to obtain a generator certification number and develop an account with the PJM GATS. The PJM GATS is used to track the generation and transfer of SRECS from the facility. SRECS are created in the GATS based on energy production meter readings uploaded to the system by the generator such that the University will receive RECs for the operation of the project. Contractor shall, at its expense, pay all deposits and fees for completing the applications and certifications.

## **9. SHOP DRAWINGS/PRODUCT DATA**

**9.1. Submissions.** The Contractor shall submit shop drawings and product data / submittals, catalog cuts, etc. as stipulated herein. Shop drawing/product data submissions to the University shall be made after review and approval by the contractor. All approved product data and shop drawings shall be delivered to the University in one submission electronically.

The contractor shall combine all product data submission material into hard copy manuals for reference during all phases of construction. Shop drawings shall be bound with product data.

**9.2. Reviews.** Reviews of shop drawings and product data by the University are not to be interpreted as an approval of the Contractor's product selections. The contractor shall remain completely responsible for constructing the PV system in accordance with all contract performance requirements.

**9.3. Products for Submission.** The contractor shall provide shop drawings and product data for all systems, equipment and materials.

## **10. INSPECTIONS AND TESTS**

- 10.1. General.** The contractor shall perform inspections and tests throughout the construction process, including: existing conditions/needs assessments, construction installation placement/qualification measurements and final inspections/tests performance certification. Periodic “quality” inspections shall also be conducted to support progress payments as identified in the contractor’s QCP.
- 10.2. University Witness.** All inspections and tests, to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the University and coordinated through the QCP.
- 10.3. Final Inspections and Tests.** In order to ensure compliance with provisions of the NEC, an inspection by a licensed electrical inspector is mandatory after construction is complete. Unless otherwise identified, manufacturer recommendations shall be followed for all inspection and test procedures. The NEC inspection shall be conducted by an independent third-party electrical inspector familiar with PV systems. Provide qualifications of the proposed third-party inspector for review and approval prior to conducting the NEC inspections.

Tests shall include a commissioning of the array. Commissioning tests shall conform with the requirements in Section 6 (QCP). Commissioning shall be performed for the entire PV system. This data shall be used to confirm proper performance of the PV system.

- 10.4. Documentation.** Inspections/tests required in the QCP shall result in a written record of data/observations. The Contractor shall provide two (2) copies of documents containing all test reports/findings. Test results shall typically include: item/system tested, location, date of test, test parameters/measured data, state of construction completion, operating mode, contractor inspector/the University witness, test equipment description and measurement technique.

## **11. Project Closeout**

- 11.1. Preparation for Final Inspection and Tests.** The following steps shall be taken to assure the project is in a condition to receive inspections and tests.

Finalize record drawings and manuals, indicating all “as-built” conditions.

- 11.2. Record Drawings.** The contractor shall maintain on site the working record drawings of all changes/deviations from the original design. Notations on record drawings shall be made in erasable red pencil or other color to correspond to different changes or categories of work. Marked-up drawings shall always be maintained at the contractor’s on-site location, available for the University to review. Record drawings shall note related change order designations on impacted work. When shop drawings indicate significant variations over design drawings, shop drawings may be incorporated as part of record drawings. Review of record drawings may be required before monthly payments can be processed.
- 11.3. As-Built Drawings and Specifications.** The Contractor shall provide "as-built drawings" and documents based upon actual site installation. Should the University determine that variations exist between finished construction and the as-built drawings, the contractor shall correct the drawings to the satisfaction of the University.

The contractor shall submit four (4) hard copies and four (4) USB devices containing the “as-built” drawings and specifications as CAD, PDF and WORD files.

- 11.4. Warranties and Guarantees.** Submit specific warranties and guarantees, final certifications and similar documents to the University upon substantial completion and prior to final payment. Include copies with the operations and maintenance manual. All warranties shall be signed by a principal of the contractor's firm and sealed if a corporation.
- 11.5. Maintenance Manual.** Provide a detailed operation and maintenance manual including diagram of system components, description of normal operation; description of operational indicators and normal status of each, table of modes of operation, safety considerations, preventative maintenance requirements, troubleshooting and corrective actions; sources of spare parts and cut sheets for all components. The contractor shall prepare four (4) tabbed & ring bound hardcopies and four (4) USB devices containing the detailed Maintenance Manual. Submit to the University.
- 11.6. Spare Parts.** The contractor shall provide a recommend list of spare parts. At the minimum a set of combiner box fuses for each array shall be provided along with the required spare panels noted in Section 7.
- 11.7. Demonstration and Training.** Provide the University three (3) separate training sessions of approved training for designated personnel in the operation of the entire photovoltaic energy system, including operation and maintenance of inverter(s), transfer switches, panel board, disconnects and other features as requested by the University. Instruct the designated University personnel in removal and installation of panels, including wiring and all connections. Provide the University with individual laminated written instructions and procedures for shutdown and start-up activities for all components of the system. the University shall be permitted to video tape these training for official use. The University shall have up to 6 months from substantial completion to complete all 3 training sessions.

**SECTION D: PACKAGING AND MARKING****D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:**

**D.1.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.

**D.1.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:

**D.1.2.1** Minimum exposure to weather during delivery.

**D.1.2.2** Storage off ground in dry, well-ventilated spaces.

**D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.

**D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:

**D.1.3.1** Space for storage of materials and equipment will be approved by the University's Inspector.

**D.1.3.2** The Contractor shall not occupy more space at the site than is necessary for proper execution of the work.

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number eleven (11), Inspection and Acceptance of the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (Revised January 2007).

In addition, the acceptance criteria for different parts of the work, described in other sections of this RFP and the University's Specifications and Drawings shall apply.

**E.2 PARTIAL ACCEPTANCE:**

**E.2.1** The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.

**E.2.2** Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,850.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management and Inspection.

Liquidated Damages

Liquidated damages for the "DB Services for Building 32-42 & 38 Rooftop Solar PVC Installation" project will be assessed as follows:

<u>Item</u>	<u>Item</u>	<u>Rate</u>	<u>Amount</u>
Project Manger	2	\$125.00	\$250.00
Construction Manger	8	\$105.00	\$840.00
Project Inspector	8	\$ 95.00	\$760.00
<b>Total</b>			<b>\$1,850.00</b>

**E.3 FINAL INSPECTION:**

**E.3.1** The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

**E.3.2** The Contractor, CA and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.



## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

Offerors shall submit a preliminary design with their offers. Shortly after award, the University shall issue to the selected Offeror a Notice to Proceed (NTP) with design and preconstruction activities. The selected Offeror shall submit a design schedule for review and approval to Project Manager within three (3) business days of NTP. The selected Offeror shall complete all work within one hundred twenty calendar days (120) of Notice to Proceed.

<b>PHASE</b>	<b>DURATION</b>
All Work	120 Calendar Days from NTP

### **F.2 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) as scheduled by the CA.

- F.2.1 The Contractor shall submit to the University, 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.
- F.2.2 The Contractor shall prepare and submit to the CA, as a deliverable, the summary of progress payment breakdown form, progress payment request form and schedule of values form.
- F.2.2 The contractor shall submit to the Contract Administrator a complete list of all samples, catalogue cuts and shop drawings within 10 days of notice to proceed (ntp).
- F.2.3 The contractor shall submit all the schedules and reports for approval to the CA.
- F.2.4 Prior to final acceptance of the project, the contractor shall submit to the Contract Administrator three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5 The contractor shall submit to the university, as a deliverable, the report described in section H.5 of this contract that is required by the 51% district residents' new hires requirement and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor may not be paid.
- F.2.6 After final inspection, the contractor shall provide a punch list and report of corrections as specified in section E.3.2.

**SECTION G: CONTRACT ADMINISTRATION****G.1 INVOICE PAYMENT**

**G.1.1** The University shall 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 University shall pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

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

University of the District of Columbia  
Office of the Controller/Agency CFO  
4200 Connecticut Avenue NW Bldg. 39 Suite 200B  
Washington, DC 20008  
202-274-5488

**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 people 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** The University shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** 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.4.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.4.3** 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:

**G.5 THE QUICK PAYMENT CLAUSE****G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.5.1.2** 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.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the University 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.5.2.2** 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.5.2.3** 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.5.2.4** 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.5.3 Subcontract requirements**

**G.5.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

### **G.6 CONTRACTING OFFICER (CO)**

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

Mary Ann Harris/Eddie Whitaker  
 Office of Contracting and Procurement  
 4200 Connecticut Avenue NW Suite Bldg. 39 Suite 200C  
 Washington, DC 20008  
 Telephone: 202-274-5181

### **G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.7.2** 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.7.3** 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.8 CONTRACT ADMINSTRATOR (CA)**

**G.8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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.8.1.1** 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.8.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.8.1.3** 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.8.1.4** 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.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.8.2** The address and telephone number of the CA shall be provided to the awarded contractor.

**G.8.3** The CA 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 University property, except as specified under the contract.

**G.8.4** 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 University, 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 DC20210001, dated 06/25/2021 Superseded General Decision Number: DC20200001 issued by the U.S. Department of Labor in accordance with the Davis Bacon Act, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 1of the SCP**.

### **H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding

to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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



- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 7 after following Title 8B DCMR Section 3066**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.
- H.10 FAIR CRIMINAL RECORD SCREENING**
- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional bid of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional bid of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional bid of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects Revised January 2007 (“SCP”) are incorporated as part of the contract.

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

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RIGHTS IN DATA****A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the University under the contract.

4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the University to perform services detailed in the contract. The University shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the University shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the University as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the University’s satisfaction), and distribute Existing Product to University users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the University. The University agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the University the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patents, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

#### **C. Transfers or Assignments of Existing or Custom Products by the University**

The University may transfer or assign Existing or Custom Products and the licenses thereunder to another University agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

#### **D. Subcontractor Rights**

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

#### **E. Source Code Escrow**

1. For all computer software furnished to the University with the rights specified in section B.2, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the University with the restricted rights specified in section B.1 of this clause, the University, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the University with the rights specified in section B.1 of this clause proposals the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the University with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the University, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the University; or (3) will certify to the University that the Product manufacturer/ developer has named the University as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the University, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the University in writing.

#### **F. Indemnification and Limitation of Liability**

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

#### **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University 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 University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the 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 the Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under the Contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the UDC Office of Risk Management (ORM) who will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without such approval, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia and the University.

The Government of the District of Columbia and the University shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia ("District") or the University relating to the Contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District and University require and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another

occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an the Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

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

The University should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this subsection shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia and the University.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District or the University. The Government of the District of Columbia and University shall be included as loss payees. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this solicitation and in the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic



information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the University ORM for compliance review.

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

The Contractor also must furnish to CO certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of Contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia and the University should one or both be named co-defendant or be subject to or party of any claim. Coverage shall also extend to temporary help firms and independent contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the University and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

10. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the University ORM for compliance review.
11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the University and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention.

**C. DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the University and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under the Contract and two years for non-construction related contracts.

**D. LIABILITY.** These are the required minimum insurance requirements. However, the required minimum insurance requirements provided above will not in any way limit the Contractor's liability under the Contract.

**E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia and the University.

**F. MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.

- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The University of the District of Columbia**

**And mailed to the attention of:  
Mary Ann Harris  
Chief Contracting Officer  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Building 39, Suite 200C  
Washington, DC 20008  
(202) 274-5181  
mgadson@udc.edu**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District or University may disclose the name and contact information of its insurers to any third party which presents a claim against the District or the University 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 the Contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with the Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

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

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) Government of the District of Columbia Standard Contract Provisions for Construction Projects
- (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 DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided herein

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
  - (1) All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
    - (i) A description of the claim and the amount in dispute;
    - (ii) Data or other information in support of the claim;
    - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
    - (iv) The Contractor's request for relief or other action by the CO.
  - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
  - (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (4) The CO's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vi) Indicate that the written document is the CO's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(6.1) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the University against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.12 BONDING (SECURITY) REQUIREMENTS**

- I.12.1 **Proposal Bond** – A proposal bond is required and must be submitted with all proposals over \$100,000.00 pursuant to Article 12 of the SCP. The proposal bond must be a minimum of 5% of the proposed proposal price at proposal submission and shall be effective for as long as the proposal is effective (Attachment J.13).
- I.12.2 **Payment Bond** – A payment bond in the amount of not less than 50% of the total contract amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.
- I.12.3 **Performance Bond** – A performance bond in the amount of 100% of the original contract price amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised January 2007). <b>(Attached)</b>
<b>J.2</b>	General Decision Number: DC20210001 06/25/2021 Superseded General Decision Number: DC20200001 <b>(Attached)</b>
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under <b>Quick Links</b> click on <b>"Required Solicitation Documents"</b>
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under <b>Quick Links</b> click on <b>"Required Solicitation Documents"</b>
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice <b>(Attached)</b>
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet <b>(Attached)</b>
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under <b>Quick Links</b> click on <b>"Required Solicitation Documents"</b>
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under <b>Quick Links</b> click on <b>"Required Solicitation Documents"</b>
<b>J.9</b>	First Source Employment Agreement-Construction Projects Only-February 2018 & Revised First Source Employment Plan-Contracts Between \$300,000 and \$5 Million-February 2018 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under <b>Quick Links</b> click on <b>"Required Solicitation Documents"</b>
<b>J.10</b>	N/A
<b>J.11</b>	N/A
<b>J.12</b>	Bond Forms Contact Michiko Gadson <a href="mailto:mgadson@udc.edu">mgadson@udc.edu</a>
<b>J.13</b>	Bid Offer Letter Contact Michiko Gadson <a href="mailto:mgadson@udc.edu">mgadson@udc.edu</a>

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

Offer Certification Form

Available at <http://ocp.dc.gov>,  
Under Quick Links click on “Required Solicitation Documents”

**Complete and Include the following with Proposal:**

1. Bidder /Offeror Certification Form
2. Tax Certification Affidavit
3. Three Past Performance Evaluations
4. Contractor’s Experience Questionnaire Form



## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS

### L.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:00 a.m. on July 7, 2021**. Please join the pre-bid conference by dialing **1-206-413-8593 conference ID: 734910717#**. Prospective offers 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 University to accept questions from offers on the solicitation document as well as to clarify the contents of the solicitation. Attending offers must complete and sign the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offer. Oral explanations or instructions given by University officials before the award of the contract will not be binding. ***Site visit will be conducted by appointment only. Please contact Mr. Alan Walsh at awalsh@udc.edu to schedule an appointment.***

### L.2 CONTRACT AWARD

The University will award a single contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial proposal should contain the offer's best terms from a standpoint of cost or price and other factors.

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.2.1 Most Advantageous to the District

The University intends to award a single (one) contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered.

### L.3 SELECTION OF NEGOTIATION PROCESS

In accordance with 8B DCMR § 3017, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may

elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections of 8B DCMR § 3017 & 3018. If the CO elects to proceed with negotiations the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **L.4 PROPOSAL ORGANIZATION AND CONTENT**

- L.4.1 This solicitation will be conducted through hard and electronic copy of its proposal only. To be considered, an offeror must submit the required attachments via mail or hand deliver and receive verifiable receipt at the designated location for submission before the closing date and time.
- L.4.2 All attachments shall be submitted. The University will not be responsible for corruption of any file submitted. If the submitted file is not legible as submitted, it will not be considered.
- L.4.3 The offeror shall submit two (2) attachments in its submittal: (1) a technical proposal, and (2) a price proposal.
- L.4.4 The offeror shall label each attachment, i.e., “Technical Proposal”, or “Price Proposal.”
- L.4.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the University to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.
- L.4.6 Offeror shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.4.7 The University will reject any offer that fails to include a subcontracting plan that is required by law.
- L.4.8 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

#### L.4.9 General Team Information and Firm(s) Data

**Each Offeror should provide the following information for the principal design build firm and each of its sub consultants:**

- A. Name(s), address (es), and role(s) of each firm (including all sub-consultants and subcontractors)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
  - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Design-Build Team.
  - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
  - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
    - 1. The individual's name
    - 2. The individual's role
    - 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Design-Build Fee.
    - 4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
    - 5. The individual's resume. Resumes should indicate the individual's experience on at least four (4) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
    - 6. The individual's current workload over the next year
    - 7. The chart should indicate the experience that the key team members have working together.

#### L.4.10 TECHNICAL PROPOSAL

##### a. Design-Build Team Relevant Experience and Capabilities

The University desires to engage a Design-Build Contractor with the experience necessary to realize the objectives set forth in the RFP. This component of each Offeror will be evaluated based on their demonstrated experience:

Similar Projects - List up to five (5) projects within the last 5 years that the General Contractor or Joint Venture Team has completed in the last 5 years. Each qualified proposal shall include examples of comparable completed Solar projects. For the purposes of this requirement, projects shall be considered similar in scope if the project is at least 200 kW of grid-tied nonresidential, commercial multifamily, and/or University/institutional buildings constructed in an urban setting. Please identify if each project submitted for consideration was on time and on budget and has met the original designs target kW. The Offeror shall provide the following information for each project: Name and location of the similar project;

- i. Contact person name and telephone number;
- ii. Description of the work performed by the Offeror, including comparisons to the work of this solicitation and constraints on performance of the work;
- iii. Time period of the construction;
- iv. Completed size in kW & kWh;
- v. Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget. Previously completed projects should include systems constructed on occupied buildings.

##### A. Preliminary Design

Preliminary Design - Offerors shall include with their proposals a preliminary design that complies with Sections B.5 (LUMP SUM PRICE) and C.3. (Scope of Work). The preliminary design will be used to determine whether the preliminary design is responsive (i.e. whether the design delivers all of the required programmatic elements described in the Performance Specification). The responsiveness determination will be made on a pass/fail basis. In addition, the technical evaluation panel (“TEP”) will undertake a normative assessment of how well the preliminary design addresses the following:

- i. functionality and operation of the system,
- ii. plan for interconnection with utility company,
- iii. plan for identifying and addressing any environmental risks at the site,
- iv. Concept Drawings - Each Offeror should prepare conceptual drawing(s) indicating how the Offeror intends to meet the task’s minimum capacity of each roof per *table 1* of the scope of work. Offeror should indicate areas for possible ground-based panels if the minimum kW can’t be met withing the roofs square footage.

**B. Design Build Team Key Personnel**

- v. The University desires that the Design-Build Team assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have relevant experience on similar projects and the necessary level of experience and education for his or her proposed role. They should have a resume demonstrated ability to deliver fast-track projects on-time and on-budget. Proposals should identify, at a minimum the following:
  - vi. the Project Executive,
  - vii. the Field Superintendent,
  - viii. the Project Manager
  - ix. the Project Architect.

The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The Offeror shall submit resumes of all submitted key personnel and (2) past performance reference letters for each key personnel. Provide an availability matrix table that identifies the specific key personnel that will be assigned to this project. The table should include:

- i. the individual's name,
- ii. his or her title,
- iii. His or her level of effort (i.e. the percentage of time devoted to this project),
- iv. the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project.

**L.5 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 and L.3 above, the offer must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offer's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

## **L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

### **L.6.1 PROPOSAL SUBMISSION, FORM, ORGANIZATION AND CONTENT:**

L.6.1.1 Proposals must be submitted no later than **2:00 p.m. local time on July 30, 2021**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made.

#### L.6.1.2 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 Offer can furnish evidence (post mark) from the postal authorities of timely mailing.

L.6.1.3 Offers shall submit one (1) signed original and four (4) copies of the proposal. Submissions should be delivered or mailed to:

Eddie Whitaker, Contracting Officer  
Office of Contracting and Procurement  
University of the District of Columbia  
4200 Connecticut Avenue, NW, Building 39 Suite 200C  
Washington, DC 20008  
Phone: (202) 274-6913

L.6.1.4 Proposals shall be submitted in sealed envelope/package conspicuously marked: "Proposal in Response to Solicitation No. and Caption ***GF-2021-R-0031, DB Services for 32-42 & 38 Rooftop Solar PVC Installation.***

L.6.1.5 Proposal Letter (Submit with Price Proposal ONLY)

Each Offer shall submit a proposal letter substantially in the form of **Attachment J.13**. Material deviations, in the opinion of the University, from the proposal form shall be enough to render the proposal non-responsive.

### **L.6.2 Late Bids**

**L.6.2.1** Proposals must be submitted not later than the closing date and exact time due. Late proposals and/or modifications thereto will be so marked and held by the University as evidence of their lateness (time received), and not considered for award unless the only proposal received.

**L.6.2.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.6.2.3** It is solely the offer's responsibility to ensure that its proposal is received and recorded in the University Office of Strategic Sourcing and Procurement not later than the exact date and time due according to this solicitation.

### **L.6.3 Withdrawal or Modification of Proposals**

A offer may modify or withdraw its proposal any time before the closing date and time for receipt of proposals. However, the modified or withdrawn proposal must be resubmitted prior to the proposals exact due date and time to be considered.

### **L.6.4 Late Proposals**

The University will not accept for consideration of award late proposals or modifications to proposals after the closing date and time for receipt of proposals. They will be date and time stamped and retained by the University as documentation of the date and time received. A receipt will be given to the carrier if hand delivered.

### **L.6.5 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. However, the original proposal submission must have been on time.

## **L.7 EXPLANATION TO PROSPECTIVE OFFERS**

If a prospective offer has any questions relating to this solicitation, the prospective offer shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective offer shall submit questions no later than seven (7) days after the pre-proposal conference date and time indicated for this solicitation. The University may not consider any questions received more than fifteen calendar (15) days before the date set for submission of proposals. The University will furnish responses via email and posting on its web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offer. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

### **L.7.1 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1.1** Offers 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 offer 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.8 PROPOSAL PROTESTS**

Any actual or prospective offer or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the University's Chief Contracting Officer not later than seven (7) business days after the basis of protest is known or should have been known, whichever is earlier pursuant to DCMR Title 8B Section 3066. The Chief Contracting Officer shall issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the University Chief Contracting Officer to the University Contract Review Board within ten (10) working days after receipt of the decision of the Chief Contracting Officer. Any failure of the Contracts Review Board to issue a written decision within 30 calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board. The protest shall

then be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those enough to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offer's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

## **L.10 RETENTION OF PROPOSALS**

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

## **L.11 PROPOSAL COSTS**

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

## **L.12 CERTIFICATES OF INSURANCE**

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



Mary Ann Harris, Chief Contracting Officer  
University of the District of Columbia  
Office of Strategic Sourcing and Procurement  
4200 Connecticut Avenue NW Bldg. 39 Suite 200C  
Washington, DC 20008  
Re: Contract: GF-2021-C-0031, DB Services for 32-42, & 38 Rooftop Solar PVC Installation

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offer shall acknowledge receipt of any amendment to this solicitation electronically via email to the University's contact person identified in this solicitation, and by submitting the amendment(s) with their proposal. The University must receive the acknowledgment by the date and time specified for receipt of proposals. A offer's failure to acknowledge an amendment may result in rejection of its offer.

### **L.14 LEGAL STATUS OF OFFER**

Each proposal must provide the following information:

**L.14.1** Name, address, telephone number and federal tax identification number of offer;

**L.14.2** A copy of each District of Columbia license, registration or certification that the offer is required by law to obtain. If the offer 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 proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.14.3** If the offer 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.15 FAMILIARIZATION WITH CONDITIONS**

Offers 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. The contractor 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.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under 8B DCMR § 3017.12 & 3017.13, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror.

## L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the University its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation with its proposal submission and additional information within five (5) days of the request by the University.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
  - (b) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
  - (c) Has a satisfactory performance record;
  - (d) Has a satisfactory record of integrity and business ethics;
  - (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
  - (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*
  - (g) Has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
  - (h) Has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
  - (i) Has not exhibited a pattern of overcharging the District;
  - (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
  - (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- (l) **SPECIAL RESPONSIBILITY STANDARD:** The Offeror shall warrant that it will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the

available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

#### **L.18 KEY PERSONNEL**

**L.18.1** The University shall approve specific contractor personnel listed in the offer's proposal to be key personnel for this contract.

**L.18.2** The offer shall set forth in its proposal the names and reporting relationships of the key personnel the offer will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

#### **L.19 CONTRACT AWARD:**

The University will award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial bid should contain the bidder's best terms from a standpoint of cost or price and other factors.

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

## SECTION M - PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

### M.1. EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon evaluation criteria specified below. Thus, while 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 University 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:

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

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

If sub factors are applied, the Offerors total technical score will be determined by adding the offer's score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the University evaluates the offer's response as "Good" for the first sub factor and "Poor" for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA TECHNICAL PROPOSAL CONTENTS:**

The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an Offeror's proposal incomplete and unacceptable for award. In order for the University to evaluate the Offeror's understanding of the contract requirements. Offerors are required to discuss their capabilities including their "technical and administrative solar specialty" in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. The total sum of the maximum points for Technical Criteria and Key Certifications is 80 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CAPABILITY INFORMATION**

##### **Factor 1 - Relevant Experience and Past Performance (35 points)**

The University desires to engage a Design – Build contractor with the experience necessary to perform the scope of work set forth in Section C of this RFP. Offeror's will be evaluated based on their demonstrated experience (as required in section L.4.10. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to thirty-five **(35) points**.

- Sub-factor 1**      Similar solar projects (5) in the last five years **(20 points)**
- Sub-factor 2**      Completed similar projects on-time & on-budget **(10 points)**
- Sub-factor 3**      Past Performance Evaluations/Reference (1) for each of the submitted projects **(5 points)**

##### **Factor 2 • Project Preliminary Design (25 points)**

Each Offeror shall include with their proposals, a preliminary design that complies with Sections B.5 (LUMP SUM PRICE) and C.3. (Scope of Work). The preliminary design will be evaluated based on whether the design is responsive to the required programmatic elements. The responsiveness determination will be made on a pass/fail basis. In addition, the technical evaluation panel ("TEP") will undertake a normative assessment of how well the preliminary design addresses the requirements as detailed in section L.4.1.7. This element of the evaluation is worth twenty-five **(25) points**.

- Sub-factor 1**      Comprehensiveness and Practicality of design to meet the design requirements. **(25 points)**

##### **Factor 3• Key Personnel (20 points)**

The University desires that personnel be assigned to these projects that have experience in completing design build construction projects on-time and on-budget. The Offeror shall submit resumes of all submitted key personnel and an availability matrix for this project. The experience of the key individuals

assigned to this project will be evaluated as part of this element. This element of the evaluation will be worth up to twenty **(20) points**.

**Sub-factor 1** Key Personnel Experience **(10 points)**

**Sub-factor 2** Key Personnel's Availability Matrix for Project **(5 points)**

**Sub-factor 3** Past performance reference letters (2) for each Key Personnel **(5 points)**

**M.3.2 MAXIMUM TECHNICAL POINTS = 80**

Total points shall be the cumulative total of the Offerors technical criteria points, qualifications criteria points and key certifications criteria points, if any.

**M.3.3 EVALUATION CRITERIA**

The total sum of the maximum points for Technical Criteria and Price Criterion must not exceed 100 points.

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

**M.3.4 TECHNICAL CRITERIA (80 Points Maximum)**

**M.3.5 PRICE CRITERION (20 Points Maximum)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight (20)} = \text{Evaluated price score}$$

**M.3.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.7 TOTAL POINTS (100 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 University 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 University to exercise them. The total University’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance

Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the University shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

### **M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.5.3 Preferences for Certified Joint Ventures**

**A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).**

### **M.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development ATTN:  
CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001**

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the University 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 University, 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 University check.