

<b>A. SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>FY22 FloodSmart Homes</b>		Page of Pages 1 of 59 (plus attachments)	
2. Contract Number	3. Solicitation Number <b>Doc611406</b>	4. Type of Solicitation Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: District Department of Department of Energy and Environment Office of Contracting and Procurement 1200 K Street, NE – Suite 500 Washington, DC 20002			8. Address Offer to: District Department of Department of Energy and Environment Office of Contracting and Procurement 1200 K Street, NE – Suite 500 Washington, DC 20002		

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

**SOLICITATION**

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at address in 8 above until **2:00 pm** local time on **July 14, 2022**. For electronic submission refer to Section L of the Solicitation.

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact:	A. Name Ashlee Brown, Contract Specialist	B. Telephone			C. E-mail Address Ashlee.brown@dc.gov
		(Area Code) 202	(Number) 221-8591	(Ext)	

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Not Applicable					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION) [In case there is more than three amendments attach separate sheet with acknowledgements):		Amendment Number	Date	Amendment Number	Date
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G	17. Signature		18. Offer Date
(Area Code)	(Number)		(Ext)		

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)	24. Award Date

## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of Department of Energy and Environment (DOEE) (District) is seeking one (1) contractor to provide design, construction estimation, and planning services for home elevation and flood mitigation retrofit projects in accordance with Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) requirements.

**B.2** In accordance with 27 DCMR Chapter 15, Procurement by Competitive Sealed Bidding, the Contract awarded under this Solicitation shall be a fixed unit price indefinite-delivery indefinite-quantity (IDIQ) contract.

The District contemplates the award of no more than one (1) fixed unit price indefinite-delivery indefinite quantity (IDIQ) contracts in accordance with 27 DCMR Chapter 24. The Contractor shall provide all specified Work required by the District.

### **B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

**B.3.1** This is an IDIQ contract for the supplies or work specified, and effective for the period stated.

**B.3.2** Delivery or performance shall be made only as authorized by Task Orders issued by the Contracting Officer in accordance with the Contract. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Price Schedule (Section B.4) at a maximum not to exceed 50 homes in the base year and, if exercised, 70 homes in option year one and 65 homes in option years two and three. The District will order the services for at least the minimum amount of one (1) home for the base year and each option year, if exercised.

**B.3.3** Any Task Order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order.

**B.3.4** The District shall award one or more Task Orders pursuant to this IDIQ.

**B.3.5** The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**B.3.6** Ordering Clause

- A. Any services to be furnished under the Contract must be ordered by issuance of Task Orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- B. All Task Orders are subject to the terms and conditions of the Contract. In the event of a conflict between a Task Order and the Contract, the Contract shall control.

**B.4 PRICE SCHEDULE**

**B.4.1 BASE YEAR**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0001	Services for project management (C.5.2)	\$_____ per home	1	\$____	50	\$____
0002	Services for home resilience assessment (C.5.3)	\$_____ per home	1	\$____	50	\$____
0003	Services for light utility work cost estimate (C.5.4(a))	\$_____ per home	1	\$____	50	\$____
0004	Services for heavy utility work cost estimate (C.5.4(b))	\$_____ per home	1	\$____	50	\$____
0005	Services for structural work cost estimate (C.5.4(c))	\$_____ per home	1	\$____	50	\$____
0006	Services for Benefit-Cost Analysis (C.5.5)	\$_____ per home	1	\$____	50	\$____
0007	Services for home resilience report (C.5.6)	\$_____ per home	1	\$____	50	\$____
0008	Services for project setup (C.5.1)	\$____	1	\$____	1	\$____
<b>Grand Total for B.4.1</b>				\$____		\$____

**B.4.2 OPTION YEAR ONE**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
1001	Services for project management (C.5.2)	\$_____ per home	1	\$____	70	\$____
1002	Services for home resilience assessment (C.5.3)	\$_____ per home	1	\$____	70	\$____
1003	Services for light utility work cost estimate (C.5.4(a))	\$_____ per home	1	\$____	70	\$____
1004	Services for heavy utility work cost estimate (C.5.4(b))	\$_____ per home	1	\$____	70	\$____
1005	Services for structural work cost estimate (C.5.4(c))	\$_____ per home	1	\$____	70	\$____
1006	Services for Benefit-Cost Analysis (C.5.5)	\$_____ per home	1	\$____	70	\$____
1007	Services for home resilience report (C.5.6)	\$_____ per home	1	\$____	70	\$____
<b>Grand Total for B.4.2</b>				\$____		\$____

FY22 FloodSmart Homes Resilience Assessments

**B.4.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
2001	Services for project management (C.5.2)	\$_____ per home	1	\$____	65	\$____
2002	Services for home resilience assessment (C.5.3)	\$_____ per home	1	\$____	65	\$____
2003	Services for light utility work cost estimate (C.5.4(a))	\$_____ per home	1	\$____	65	\$____
2004	Services for heavy utility work cost estimate (C.5.4(b))	\$_____ per home	1	\$____	65	\$____
2005	Services for structural work cost estimate (C.5.4(c))	\$_____ per home	1	\$____	65	\$____
2006	Services for Benefit-Cost Analysis (C.5.5)	\$_____ per home	1	\$____	65	\$____
2007	Services for home resilience report (C.5.6)	\$_____ per home	1	\$____	65	\$____
<b>Grand Total for B.4.3</b>				\$_____		\$____

**B.4.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
3001	Services for project management (C.5.2)	\$_____ per home	1	\$____	65	\$____
3002	Services for home resilience assessment (C.5.3)	\$_____ per home	1	\$____	65	\$____
3003	Services for light utility work cost estimate (C.5.4(a))	\$_____ per home	1	\$____	65	\$____
3004	Services for heavy utility work cost estimate (C.5.4(b))	\$_____ per home	1	\$____	65	\$____
3005	Services for structural work cost estimate (C.5.4(c))	\$_____ per home	1	\$____	65	\$____
3006	Services for Benefit-Cost Analysis (C.5.5)	\$_____ per home	1	\$____	65	\$____
3007	Services for home resilience report (C.5.6)	\$_____ per home	1	\$____	65	\$____
<b>Grand Total for B.4.4</b>				\$_____		\$____

**B.5 SPECIAL PROVISIONS RELATED TO COVID-19**

- B.5.1 Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers have been either (i) fully vaccinated against COVID-19 (as defined herein) or (ii) have been granted one of the exemptions identified below, are undergoing weekly COVID-19 testing, and only reporting to the District workplace when such test result is negative.
- B.5.2 Except as provided in B.5.3, On-site Contractors may grant to their employees, agents, subcontractors, and supervised volunteers the following exemptions from vaccination against COVID-19:
- a. Persons who object in good faith and in writing that the person’s vaccination would violate their sincerely held religious beliefs and the granting of the religious exemption would not impose an undue burden consistent with federal law;
  - b. Persons who have obtained and submitted written certification from a physician or other licensed health professional who may order an immunization, that being fully vaccinated is medically inadvisable as a result of the person’s medical condition. If such condition is temporary, a medical exemption may only be granted until the date on which taking the vaccine would no longer be medically inadvisable; or
  - c. Persons who agree to be tested weekly for COVID-19 and provide a negative COVID-19 test result on a weekly basis.
- B.5.3 On-site Contractors may only grant to their employees, agents, subcontractors, and supervised volunteers who work in (i) a public, public charter, independent, private, or parochial school in the District, or (ii) a childcare facility regulated by the Office of the State Superintendent of Education, the exemptions described in B.5.2(a) and (b), and shall not grant those persons the exemption described in B.5.2(c).
- B.5.4 On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under B.5.2 to wear a mask in the District facility or workplace and to provide the On-site Contractor with a negative COVID-19 test result on a weekly basis in order to report to work at the District facility or workplace.
- B.5.5 The District may request a certification of compliance with this provision, proof of vaccination status, exemption documentation, and/or COVID-19 test results from On-site Contractors.
- B.5.6 An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.
- B.5.7 For purposes of this provision, “fully vaccinated” means a person has received all vaccines and boosters recommended by the CDC.
- B.5.8 The Contractor is required to comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Office of Contracting and Procurement, on behalf of the DC Department of Energy and Environment (DOEE) seeks an engineering/consulting firm with demonstrated expertise in implementing the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Code of Federal Regulations, Hazard Mitigation Assistance programs, and the FEMA Hazard Mitigation Guidance to provide design, construction estimation, and planning services for home elevation and flood mitigation retrofit projects in accordance with Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) requirements.

The DC Department of Energy and Environment (DOEE) contemplates award of a single indefinite duration/indefinite quantity (IDIQ) agreement and reserves the right to order/award all or some of the contract line items at the discretion of agency personnel based on the level of interest among participating homeowners.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date
0001	<a href="#">ASCE 24-14 “Flood Resistant Design and Construction”</a>	2015
0002	DCMR Title 20 Chapter 31 <a href="#">”Flood Hazard Rules”</a>	2010
0003	DCMR 12-A <a href="#">“District of Columbia Construction Codes”</a>	2020
0004	<a href="#">FEMA P-312 “Homeowner’s Guide to Retrofitting: Six Ways to Protect Your Home From Flooding”</a>	2014
0005	<a href="#">FEMA P-347 “Above the Flood: Elevating Your Flood prone House”</a>	2000
0006	<a href="#">FEMA P-348 “Protecting Building Utility Systems from Flood Damage”</a>	2017
0007	<a href="#">FEMA P-1037 “Reducing Flood Risk to Residential Buildings that Cannot Be Elevated”</a>	2020
0008	<a href="#">FEMA “Protect Your Home from Flooding: Low-Cost Projects You Can Do Yourself”</a>	2020
0009	<a href="#">Fiscal Year 2021 (FY21) Notification of Funding Opportunities (NOFOs) for Hazard Mitigation Assistance (HMA) Grants</a>	2021
00010	<a href="#">Hazard Mitigation Assistance Guidance</a>	2015
0011	<a href="#">Hazard Mitigation Assistance Guidance Addendum</a>	2015
0012	<a href="#">BCA Reference Guide</a>	2018
0013	<a href="#">BCA Checklist</a>	2006
0014	District Hazard Mitigation Plan	2018

0015	<a href="#">Climate Ready DC Plan</a>	2018
0016	<a href="#">Resilient DC</a>	2019
0017	<a href="#">NFIP Technical Bulletin 1 “Requirements for Flood Openings in Foundation Walls and Walls of Enclosures Below Elevated Buildings in Special Flood Hazard Areas In Accordance with the National Flood Insurance Program.”</a>	2020
0018	<a href="#">NFIP Technical Bulletin 2. “Flood Damage-Resistant Materials Requirements for Buildings Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program.”</a>	2008
0019	<a href="#">NFIP Technical Bulletin 7. “Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program.”</a>	1993
0020	<a href="#">FEMA Job Aid 1.3 “Information for Technical and Environment Planning and Historic Preservation (EHP) Reviews”</a>	2017
0021	<a href="#">Home Resilience Assessment Letter</a>	2022

### C.3 DEFINITIONS

Definitions that are pertinent to this Statement of Work are described below:

**Benefit Cost Analysis:**

Benefit Cost Analysis calculated by a project's total benefits divided by its total cost to validate cost effectiveness of proposed hazard mitigation projects prior to funding.

**Building Resilient Infrastructure & Communities (BRIC):**

Support for states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards.

**Code of Federal Regulations:**

Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.

**Disadvantaged Business Enterprise (DBE)**

An entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102–389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

**FEMA Benefit Cost Analysis Program:**

The methodologies, modules (i.e., software), module standard and default values, guidance documents, user guides, analyst tools, and FEMA policy memorandum that provide specific requirements and guidance for preparing FEMA Benefit-Cost Analysis.

**Hazard mitigation:**

Hazard mitigation is any sustainable action that reduces or eliminates long-term risk to people and property from future disasters. Mitigation planning breaks the cycle of disaster damage, reconstruction, and repeated damage. Hazard mitigation includes long-term solutions that reduce the impact of disasters in the future.

**Hazard Mitigation Assistance grants:**

FEMA's hazard mitigation assistance provides funding for eligible mitigation measures that reduce disaster losses through five grant programs to include:

Hazard Mitigation Grant Program (HMGP): Assists in implementing long-term hazard mitigation planning and projects following a Presidential major disaster declaration. HMGP Post Fire Grant Assistance available to help communities implement hazard mitigation measures after wildfire disasters

**Home:**

For the purposes of this scope of work, a one- or two-family dwelling or townhouse not more than three stories above grade plane in height.

**Home Elevation:**

Lifting the house and building a new, or extending the existing, foundation below it or leaving the house in place and either building an elevated floor within the house or adding a new upper story in order to raise the lowest floor above the Design Flood Elevation.

**FEMA Grants Outcomes (FEMA GO):**

FEMA GO is the new grants management system that will support FEMA grants programs. The system allows users to apply, track, and manage all disaster and non-disaster grants. It also improves oversight and monitoring.

**FEMA Hazard Mitigation Guidance:**

This comprehensive guide interprets federal statutes, regulations, and best practice about mitigation strategies.

**Flood Mitigation Assistance (FMA) Program:**

Provides funds for planning and projects to reduce or eliminate risk of flood damage to buildings that are insured annually under the National Flood Insurance Program.



**Robert T. Stafford Disaster Relief and Emergency Assistance Act:**

The Act is a 1988 United States federal law designed to bring an orderly and systematic means of federal natural disaster assistance for state and local governments in carrying out their responsibilities to aid citizens. Congress intention was to encourage states and localities to develop comprehensive disaster preparedness plans, prepare for better intergovernmental coordination in the face of a disaster, encourage the use of insurance coverage, and provide federal assistance programs for losses due to a disaster.

**Stakeholder or partner:** A person or group that helps to raise awareness and encourage participation among their employees, customers, or members, or the public.

**C.4 BACKGROUND**

The mission of the Department of Energy and Environment (DOEE) is to improve the quality of life for the residents and natural inhabitants of the nation’s capital by protecting and restoring the environment, conserving our natural resources, mitigating pollution, increasing access to clean and renewable energy, and educating the public on ways to secure a sustainable future. The agency’s core responsibilities include, but are not limited to, enforcing environmental regulations; monitoring and assessing environmental risks; developing energy and environmental policies; issuing permits; and providing residents and local businesses with funding, technical assistance, and information on initiatives designed to ensure a more resilient and sustainable city. DOEE is the leading authority on energy and environmental issues affecting the District of Columbia. Using a combination of regulations, outreach, education, and incentives, DOEE administers programs and services to fulfill its mission. DOEE works collaboratively with other government agencies, residents, businesses, and institutions to promote environmentally responsible behavior that will lead to a more sustainable urban environment.

**C.4.1 Comprehensive Flood Risk Management Program**

In accordance with D.C. Law 1-64 (District of Columbia Applications Insurance Implementation Act), DC DOEE serves as the National Flood Insurance Program (NFIP) coordinating agency for the District of Columbia. As part of this role, DOEE aims to reduce the consequences of flooding through its Flood Risk Management Program. Key aspects of the Flood Risk Management program include administering the District’s Flood Hazard Rules (Title 20 Chapter 31 DCMR), reviewing permits to ensure that new and substantially improved structures are reasonably safe from flooding, collaborating with FEMA to support the affordability and accessibility of federally subsidized flood insurance, and implementing flood hazard mitigation programs in coordination with the District Hazard Mitigation Plan. Hazard mitigation consists of any sustainable action that reduces or eliminates long-term risk to people and property from future disasters. Mitigation planning breaks the cycle of disaster damage, reconstruction, and repeated damage. Hazard mitigation includes long-term solutions that reduce the impact of disasters in the future.

By establishing authority and defining clear goals and objectives of the District’s Flood Risk Management Program, the District shall ensure:

- (1) Its goals and objectives in mitigating the effect of, responding to, and recovering from flood

hazards shall be met; and

- (2) Coordination and collaboration among key District, regional, and federal stakeholders in the National Capital Region involved in flood risk management (e.g., DC Silver Jackets) shall be strengthened and institutionalized.

#### **C.4.2 FloodSmart Homes Program**

As part of the flood risk management program described above, DOEE is piloting the FloodSmart Homes program. In this program, DOEE aims to pay for the majority of in-home upgrades to make homes more resilient. Whereas other flood risk management programs focus on neighborhood-scale approaches to reducing flood risk (such as levees, or blue-green infrastructure), FloodSmart Homes focuses on making resilience improvements at the individual building scale.

DOEE's ultimate goal is to perform resilience assessments and physical upgrades at every residential structure in the 100- and 500-year floodplain. This contract will focus on a small subset of those structures: one- and two-family dwellings and townhouses not more than three stories above grade plane in height. The contract will focus on the assessment of viability of resilience upgrades – not installation. Results of this contract will be used to justify future local and federal funds that can be spent on assessing the remaining floodplain structures, and on the installation of the recommended resilience upgrades.

In general, the program requires two steps for every home.

- (a) **Property Owner expresses interest in resilience upgrades to DOEE.** DOEE is responsible for conducting outreach and adding interested property owners to a list. DOEE is currently conducting an outreach campaign to raise awareness and encourage enrollment. The letter DOEE has mailed to every residential structure in the 100-year floodplain is listed as applicable document 19.
- (b) **Selected Contractor for this solicitation conducts resilience assessments and generates a report.** DOEE will provide the contact information and address of property owners who have expressed interest. The contractor will then contact the property owner, schedule the resilience assessment, conduct it, provide cost estimates, develop a Benefit-Cost Analysis (BCA), and produce the report. The cost estimate allows the homeowner to determine the financial feasibility of particular retrofit measures and assess whether or not they have the means to obtain the retrofit work by providing the required cost-share to DOEE or FEMA, or by self-funding the entire cost if federal and/or local assistance is not available. The estimate increases the likelihood that federal grant funding for retrofits will be available by allowing retrofit measures to be assessed through a formal FEMA Benefit-Cost Analysis (BCA) .

The BCA is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. The result is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater. Hazard Mitigation Assistance (HMA) grant applicants must use FEMA-approved methodologies and tools—such as the BCA Toolkit—to demonstrate the cost-effectiveness of their projects. If property owners choose to implement a measure that is not considered cost-effective then they will need to pay for it themselves, use local funds, or find and utilize a federal funding source that does not require BCA.

The results of the assessment, cost estimate, and BCA are summarized for the property owner in a user-friendly format through the report. This report can be included with an HMA application and

retained for future owners or occupants.

#### C.4.2.1 Resilience Upgrades

The FloodSmart Homes program will focus on eleven specific interventions to reduce flood risk at individual homes. These measures are categorized by the level of effort required to implement them as described below:

##### (a) Light Utility Work

- **Anchoring hot water heaters.** Anchoring hot water heaters with a metal strap prevents tanks from being subjected to buoyancy during a flood. This prevents damage to the unit and prevents the floating tank from damaging other components in the room.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.
- **Replacing all standard electrical outlets below the Design Flood Elevation with Ground Fault Circuit Interrupter (GFCI) outlets.** GFCIs automatically interrupt the flow of electricity to the outlet if a short circuit is detected. This prevents the conductance of electricity from an outlet to an occupant during wet conditions.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.
- **Sealing heating, ventilation, and air conditioning (HVAC) ducts to prevent water intrusion.** Sealing HVAC ducts with tape or another water-resistance material protects continuity of operations for HVAC equipment. It also reduces the risk of health hazards from mold growth due to water accumulation.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.
- **Deployable flood barriers.** Several types of temporary barriers are available to address typical flooding problems. They work with the same principles as permanent barriers, such as floodwalls or levees, but can be removed, stored, and reused in subsequent flood events. Most of these barriers are meant to take the place of sandbag floodwalls and may also be used to reinforce existing permanent barriers such as levees.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.

##### (b) Heavy Utility Work

- **Installing a backflow prevention valve on the main sanitary sewer line.** Flooding can inundate and overload sanitary sewer systems and combined sanitary/storm sewer systems. As a result, water can flow backward through sewer lines and out through toilets or drains. The best solution to this problem is usually to install a backflow valve. These valves include check valves, gate valves, and dual backflow valves.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.
- **Installing or upgrading sump pump(s).** Sump pumps are used where basement flooding happens regularly and to solve dampness where the water table is above the foundation of a home. Sump pumps send water away from a house to any place where it is no longer problematic, such as a municipal storm drain or a dry well. It can be helpful to have a sump pump with battery-operated backup in case of electrical failure.
  - Reference – FEMA DR-4421- IA FS 022 (Fact Sheet: Be Flood Smart. Protect Your Property)

- **Elevation of electrical equipment.** Power outages after a flood event often last much longer if a house's electrical panel is located below the flood elevation because the panel must be replaced before power can be restored. To address this problem, the electrical panel should be relocated to an elevation above the lowest floor (into the living space). When moving electrical panels to an elevation above the lowest floor, additional components, such as a service disconnect, may need to be incorporated into the system to meet the requirements of the National Electrical Code. Also, when relocating electrical panels, codes or local requirements may require replacing significant portions of the house wiring.
  - Reference – FEMA P-348 Section 4.3 and FEMA P-312 Section 9.0.
- **Drainage and Grading.** Stormwater should always drain away from a home. Building up any sunken areas around the foundation, digging small depressions to properly channel water, making landscape improvements to adjust yard slope, and reducing the amount of impervious surface can keep rainwater from accumulating and causing damage.
  - Reference – FEMA Fact Sheet (Protect Your Home from Flooding: Low-Cost Projects You Can Do Yourself)

### (c) Structural Work

- **Installing flood vents in a crawlspace.** The most important part of a wet floodproofing project is installing wall openings that allow the entry and exit of floodwaters. The openings must be installed in foundation walls and in garage walls as appropriate, below the expected flood level. The goal is not simply to allow the entry and exit of floodwaters, but also to ensure that the water level inside the home rises and falls at roughly the same rate as the water level outside so that hydrostatic pressures inside and outside are continuously equalized.
  - Reference - FEMA Technical Bulletin 1.
- **Complete wet floodproofing.** The benefit of wet floodproofing is that, if floodwaters are allowed to enter the enclosed areas of the home and to quickly reach the same level as the floodwaters outside, the effects of hydrostatic pressure, including buoyancy, are greatly reduced. As a result, there are equalized loads imposed on the home during a flood and the likelihood of structural damage may be greatly reduced. Wet floodproofing is generally used to limit damages to enclosures below elevated buildings, walkout-on-grade basements, below-grade basements, crawlspaces, or attached garages.
  - Reference – FEMA P-1037
- **Basement/cellar fill.** Basement infill has been proven to be effective at reducing damages to building elements and contents located below the BFE. Sections of the basement walls that remain above ground must be retrofitted with flood openings that allow automatic entry and/or exit of floodwaters. Any basement utility systems and associated equipment must be elevated to protect utilities from damage or loss of function from flooding. When the mitigation is properly completed, a flood insurance policy will be rated based on the new lowest floor living level. The higher the reference level of the lowest floor, the more significant the premium rate decreases will be. Basement infill is considered a relatively high-cost measure with an expected useful life of 30 to 50 years and little or no additional annual maintenance costs beyond maintaining flood openings.
  - Reference – FEMA P-1037
- **Whole-home elevation or mitigation reconstruction.** Available elevation methods include elevating the existing structure on piles, posts, or piers, filling in the basement and replacing it with an elevated floor, and elevating by vertically extending the foundation walls of the home. Mitigation reconstruction consists of the construction of an improved, elevated building on the

same site where an existing building and/or foundation has been partially or completely demolished or destroyed.

- Reference – FEMA P-312 Chapter 5, FEMA P-347, and Hazard Mitigation Assistance Guidance

## **C.5 REQUIREMENTS**

### **C.5.1 – Project Setup (CLIN 0008)**

- C.5.1.1 The contractor shall perform all tasks necessary to setup the project. The contractor shall participate in a kickoff meeting within seven (7) days of contract award.
- C.5.1.2 The contractor shall submit a draft workplan that describes the overall project schedule to DOEE within 14 days of contract award. The schedule shall include dates to complete the project templates, dates the first assessment will occur, and when all deliverables for the base year will be completed. Within 14 days of receiving comments from DOEE on the draft workplan, the contractor shall revise the workplan and submit a final workplan to DOEE.
- C.5.1.3 The contractor shall provide a tracking and reporting methodology, for DOEE’s review and approval, to track the progress of work at each home and schedule site visits. The methodology shall result in an electronic tracking method (such as spreadsheet or database) that includes, but is not limited to, information on dates of outreach to homeowners, responses from homeowners, and progress of work (awaiting response, visits scheduled, assessments completed and dates, number of estimates complete etc.)
- C.5.1.4 The contractor shall develop, for DOEE’s review and approval, a home inspection checklist referencing each of the measures specified in C.5.4.1(a) - C.5.4.1(c) and each of the data points specified in C.5.6.1.
- C.5.1.5 The contractor shall develop templates, for DOEE’s review and approval, of the cost estimate (described in C.5.3) and the report (described in C.5.5), and any other documents or forms that are needed for working with residents or submitting a final deliverable to DOEE.

Deliverables:

- Electronic copies of workplan, tracking methodology, checklist, cost estimate template, and report template.

### **C.5.2 – Project Management (CLIN 0001, 1001, 2001, 3001)**

- C.5.2.1 The Contractor shall:
- Conduct kickoff meeting with DOEE, HSEMA, and interagency stakeholders to identify resources and confirm requirements.
  - Attend weekly/bi-weekly (as needed) check-in meetings with PM throughout the contract period.
  - Participate in monthly/quarterly (as needed) interagency webinar meetings depending on meeting content.
  - Coordinate with homeowners via phone and email to schedule site visits and obtain right of

entry as needed for design and estimation work.

- Independently answer technical questions regarding flood mitigation posed by homeowners.
- Track progress of work at each home using method developed in 3.1.3 and provide copy of tracking file to DOEE biweekly at a minimum.
- Submit invoices that note which CLINs were used for each property address, in addition to an overall sum of units in each CLIN.

C.5.2.2 Deliverables:

- Meeting minutes from kickoff meeting, check-in meetings, and any other meetings.
- Tracking file provided to DOEE biweekly at a minimum.

### **C.5.3 – Home resilience assessment (CLIN 0002, 1002, 2002, 3002)**

C.5.3.1 The contractor shall:

- Visit each home as directed by DOEE;
- Enter the home and visually inspect locations and systems that could be retrofitted;
- Assess the technical and financial feasibility of performing each of the eleven-flood risk reduction retrofit measures listed in C.4.2.1.

C.5.3.2 The contractor shall collect any information in this assessment that is necessary for the completion of:

- Cost estimate (described in section C.5.4);
- Benefit-Cost Assessment (BCA) (described in section C.5.5); and
- Final report (described in section C.5.6); and
- FEMA Form 086-0-33 Elevation Certificate (as described in section C.5.6).

C.5.3.3 Buildings proposed for retrofits must be structurally sound and capable of being retrofitted safely. If not, the contractor shall note any concerns about capability of being retrofitted in the report. To make sure that a proposed project is feasible on the site, the contractor shall:

- Conduct an inspection of the condition of the structure;
- Survey the site; and
- complete a soil inspection.

C.5.3.4 Any additional tasks, such as administration of subcontracts, shall be the responsibility of the contractor.

C.5.3.5 Deliverables:

- Electronic file of the checklist (developed in C.5.1.4) signed by both contractor and homeowner to acknowledge each home visit and assessment. The file provided may be a scanned version of a paper copy.

### **C.5.4 – Cost estimate**

C.5.4.1 The contractor shall prepare a detailed estimate for the cost to retrofit each home in accordance

with the requirements in this section. In developing a detailed estimate, the contractor shall consider all the retrofit measures while performing the assessment in C.5.3, but only provide a detailed estimate for measures that could reasonably be done at each property. For example, a home without a basement will not require an estimate of basement infill.

Categories of measures are listed in C.4.2.1(a)-(c). The contractor shall use engineering judgement to determine the appropriate category of measures that would be feasible at each home, then create individual estimates for each feasible measure in the applicable category or categories. Cost estimates may be prepared in multiple categories for each home as needed:

**(a) Light utility work cost estimate (CLIN 0003, 1003, 2003, 3003)**

- Develop estimate for items listed in C.4.2.1(a). The estimate shall include all of the following:
  - Graphics, drawings, or diagrams depicting existing and proposed conditions.
  - Photographs of all sides of the structure (showing foundation, walls, entrances, and roof) and surrounding area from all directions.
  - Number of feet applicable components are being raised above Base Flood Elevation.
  - Proposed retrofit method and steps to implement the activities.
  - Verification that the project could be conducted in accordance with the appropriate codes and standards.
  - Identification of all known contaminated materials located on-site (e.g., asbestos, lead-based paint, underground storage tanks, chemical storage containers).
  - List of construction equipment and materials that would be used for the project.
  - Description of construction activities and all debris/infrastructure/utility removal activities.
  - Map showing the type and location of any vegetation that will be affected (e.g., removed, cut, pruned, replanted).
  - Description of debris or other materials that will be removed and hauled off-site, and information on where it will be disposed (including temporary staging areas), in accordance with local and state requirements.
  - Work/construction schedule (schedule must be for 3 years or less).
  - Description of whether retrofit activities will involve the use of hazardous or toxic materials

**(b) Heavy utility work cost estimate (CLIN 0004, 1004, 2004, 3004)**

- Develop estimate for items listed in C.4.2.1(b). The estimate shall include all of the information attributes specified for the light utility work cost estimate (C.5.4.1(a)), plus:
  - Amount and depth of ground disturbance associated with this project (e.g., grading; digging for buried lines; new, temporary, and permanent access roads; staging areas).

**(c) Structural work cost estimate (CLIN 0005, 1005, 2005, 3005)**

- Develop estimate for items listed in C.4.2.1(c). The estimate shall include all of the information attributes specified for the light utility work cost estimate (C.5.4.1(a)) and the heavy utility work cost estimate (C.5.4.1(b)), plus:
  - Type and source of fill that will be imported to the project area from an off-site source (e.g., existing borrow pit).

- Identification of any application mitigation reconstruction design parameters, including required foundation type and height, wind design considerations, and seismic considerations.

C.5.4.2 Any estimate of a retrofit project shall be based on designs that are in accordance with ASCE 24-14 or latest edition. They shall be compliant with all applicable District codes and regulations, including the floodplain development regulations promulgated in 12-A DCMR and Title 20 DCMR Chapter 31.

C.5.4.3 Cost estimates shall address all applicable elements included but not limited to:

- Engineering services for design, structural feasibility analysis, and cost estimate preparation.
- Surveying, soil sampling, title search, deed recordation fees, legal and/or permitting fees, project administration, and construction management.
- Disconnection of all utilities (if applicable).
- Reconnecting utilities and extending lines and pipes as necessary and elevating all utilities and service equipment (if applicable).
- Debris disposal and erosion control.
- Costs for repair of lawns, landscaping, sidewalks, and driveways if damaged by retrofit activities.
- Any additional work items necessary for code compliance due to substantial improvement requirements of corrections of existing code violations.

C.5.4.4 The estimate shall be in a format suitable for presentation to a property owner and will provide sufficient detail to allow the property owner to make an informed decision regarding whether to move forward with a retrofit project. The estimates are intended to be detailed enough to be used in the BCA (described in section C.5.5), but do not need to show ready-to-construct designs. For example, if whole home elevation is considered a feasible option, the contractor shall provide an estimate of what that might cost based on experience or similar examples. The contractor is not expected to produce 100% engineering drawings or physically complete the work.

C.5.4.5 The estimate shall include all direct construction costs, general contractor's overhead and profit, design, and construction contingencies. Cost escalation shall assume a Q1 2023 construction start. Projected changes in design and inflation shall be covered by contingency.

C.5.4.6 Deliverables:

- One Cost Estimate per type of work (as applicable) per home (in electronic source format and presentation format files) containing the estimate results.

### **C.5.5 – Benefit-Cost Analysis (CLIN 0006, 1006, 2006, 3006)**

C.5.5.1 The Contractor shall:

- Use FEMA's BCA Toolkit Version 6.0.0 to conduct a Benefit-Cost Analysis (BCA) for each eligible measure and obtain a benefit-cost ratio. A technical memorandum detailing the methods and data used to develop the BCA must also be provided as part of requirement.
- Use data from a credible source. Credible sources include federal, state, county, regional, and local government agencies, or qualified professionals such as licensed architects, engineers, and surveyors. Credible sources will vary depending on the data item required for the mitigation solution. If data obtained from sources other than those above, the complete discussion of the methodology must include how the sources were applied for the proposed



mitigation project to establish data credibility.

- Use reasonable, defensible, and documented inputs for value of services that cannot be provided due to damage and length of time in days that the loss of function is in effect.
- Provide complete copies for all reports, technical bulletins, engineering analyses, or guidance documents cited in the application as technical support data.
- Include documentation of the Building Replacement Value and of the flood risk, including scenario flood elevations and discharges from the FEMA Flood Insurance Study or other engineering study (if available), or damage history.

C.5.5.2 Deliverables:

- One BCA for every eligible measure.
- One technical memorandum per home that compiles all the BCA Benefits Data in accordance with the guidelines presented in FEMA's BCA Checklist.

**C.5.6 - Home resilience report (CLIN 0007, 1007, 2007, 3007)**

C.5.6.1 The contractor shall prepare a detailed resilience report for each home. The report shall include the following information:

- Address
- Owner Name
- Elevation Certificate (FEMA Form FF-086-0-33)
- Property Characteristics
  - Age
  - Existing Condition
  - No. of stories
  - No. of residential units
  - Additional building uses (if applicable)
  - Dimensions (width, length, ground flood area, total area)
  - Connections to adjacent properties
- Feasibility Determination, Cost Estimate, and BCA of Resilience Options (see C.5.4 and C.5.5)
- Exterior Characteristics
  - Roof shape
  - Roof material and condition
  - Exterior finish material and condition
  - Lot grading
  - Backflow flooding history
  - Wall framing type and condition
  - Garage characteristics (if applicable)
  - List of outbuildings on the property, a photograph of each, and dates of construction (if applicable)
- Heating and Cooling Characteristics
  - Heating equipment type and condition
  - Cooling equipment type and condition
  - Fuel tank type and condition (if applicable)
- Electrical Characteristics
  - Electrical panel and meter location and condition

- Water System Characteristics
  - Water system location and condition
  - Hot water heater location and condition
- Laundry Equipment Characteristics
  - Washer/dryer location and condition
- Elevator Characteristics (if applicable)
- Foundation Characteristics
  - Lowest level use
  - Finished Floor Elevation (FFE)
  - Presence of machinery in lowest level
  - Foundation type
  - Foundation material and condition

C.5.6.2 The contractor shall prepare a “recommendation” as a portion of the report that recommends the most helpful and/or cost-effective measures for each property to the owners. The contractor shall use professional judgement and floodplain management knowledge, skills, and abilities to prepare the recommendation section and it shall be written in a clear and accessible format that can be understood by property owners with limited technical knowledge.

C.5.6.3 The report shall include a completed Elevation Certificate ([FEMA Form FF-086-0-33](#)). The Elevation Certificate shall be completed accurately in accordance with the provided instructions and shall be stamped by a Professional Engineer or Licensed Land Surveyor.

C.5.6.4 The contractor shall attend meeting(s) with homeowners to communicate results of estimation work; meetings with a length not to exceed one hour are expected to be needed at approximately 50% of assessed homes.

C.5.6.5 Deliverables:

- Resilience Report for each home (in electronic source format and PDF) containing the attributes listed above for each structure.
- Elevation Certificate (in PDF format) for each home.
- Minutes from meetings with homeowners.

**SECTION D: PACKAGING AND MARKING**

**RESERVED**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), **Inspection of Services** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of 12 months from date of award specified on the cover page of this contract.

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

**F.2.1** The District may extend the term of this contract for a period of three (3) one-year options, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period(s) shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

**F.3 DELIVERABLES**

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

Item	Deliverable	Quantity	Delivery	Deadline (all dates are in business days)
<b>Project Setup (CLIN 0008)</b>				
1.1	Electronic copies of workplan, tracking methodology, home inspection checklist, cost estimate template, and report template.	1 copy of each document	Electronic document	Award date + 30 days
<b>Project Management (CLIN 0001, 1001, 2001, 3001)</b>				
2.1	Meeting minutes from kickoff meeting, check-in meetings, and any other meetings.	1 document per meeting	Electronic document	Meeting date +5 days
2.2	Tracking file provided to DOEE biweekly at a minimum.	1 per biweekly period	Electronic document	Ongoing

<b>Home resilience assessment (CLIN 0002, 1001, 2002, 3002)</b>				
3.1	Electronic file of the checklist (developed in C.5.1.4) signed by both contractor and homeowner to acknowledge each home visit and assessment.	One per home. Total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic document; the file provided may be a scanned version of a paper copy.	Completion of Home Assessment + 5 days
<b>Cost estimate (CLIN 0003, 0004, 0005, 1003, 1004, 1005, 2003, 2004, 2005, 3003, 3004, 3005)</b>				
4.1	Cost Estimate per type of work per home (as appropriate) containing the estimate results.	One per type of work per home (as appropriate). Total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic source document and presentation format files.	Completion of home assessment +15 days
<b>Benefit-Cost Analysis (CLIN 0006, 1006, 2006, 3006)</b>				
5.1	Benefit Cost Analysis for every eligible measure.	One for every eligible measure. The total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic	Completion of home assessment +20 days
5.2	Technical memorandum that compiles all the BCA Benefits Data in accordance with the guidelines presented in FEMA's BCA Checklist.	One per home. The total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic	Completion of home assessment + 20 days
<b>Home Resilience Report (CLIN 0007, 1007, 2007, 3007)</b>				
6.1	Resilience Report	One per home. The total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic source format and PDF	Completion of home assessment +30 days
6.2	Elevation Certificate for each home.	One per home. The total quantity will be determined by the number of participating homes identified on a weekly basis (up to 9 homes per week).	Electronic PDF	Completion of home assessment +30 days
6.3	Minutes from meetings with homeowners.	1 document per meeting	Electronic document	Meeting date +5 days

## **SECTION G: CONTRACT ADMINISTRATION**

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

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

**G.2.1** The Contractor shall create and submit payment requests in duplicate, in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**G.2.2** The Contractor shall submit proper invoices on a monthly basis throughout the life of the contract or as otherwise specified in Section G.4.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.3 RESERVED**

### **G.4 PAYMENT**

#### **G.4.1 PARTIAL PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

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

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### **G.4.2 PARTIAL PAYMENTS**

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

- c) The amount due on the deliveries warrants it; or
- d) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule

- e) Presentation of a properly executed invoice.

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

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

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

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

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

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, 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 at least 1.5% 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 the required payment date. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of the contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or



**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

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

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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 the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

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

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

**G.6.3 RESERVED**

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

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

**Name:** Tracy Crump  
Office of Contracting and Procurement  
**Address:** 1200 First Street NE

Washington, DC 20002

**Telephone:** (202) 724-4051

**E-mail address:** [tracy.crump@dc.gov](mailto:tracy.crump@dc.gov)

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

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

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

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

## **G.9 CONTRACT ADMINSTRATOR (CA)**

**G.9.1** 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.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

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

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

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

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

**G.9.2** The address and telephone number of the CA will be shared in the final contract.

**G.9.3** 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 District property, except as specified under the contract.

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

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

### **H.1 RESERVED**

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

The Contractor shall be bound by the Wage Determination No.2015-4282, Revision No.17 dated April 23, 2020 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 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 RESERVED**

#### **H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **H.7 RESERVED**

## **H.8 CONTRACT ADMINISTRATION REQUIREMENTS**

### **H.8.1 Important Changes to Procurement Standards in 2 C.F.R. Part 200**

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321.

**H.8.1.1** All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

**H.8.1.2** For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II)

**H.8.2** To prevent unfair practices that adversely affect DBEs, the following is required:

- a. The District must require the DBE Contractor to pay its Subcontractor for satisfactory performance no more than thirty (30) days from the DB Contractor's receipt of payment from the District.
- b. The District must be notified in writing by the DB Contractor prior to any termination of a DBE Subcontractor for convenience by the DB Contractor.
- c. If the DBE Subcontractor fails to complete Work under the subcontract for any reason, the District must require the DB Contractor to employ the six good faith efforts to find and hire a new DBE subcontractor.

## **H.9 RESERVED**

## **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) ("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 offer 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 offer 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 offer 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.

## **H.11 DISTRICT RESPONSIBILITIES**

- H.11.1** The District will provide the location of GSI practices that will be assigned for assessment
- H.11.2** The District will provide access to GSI practice plan information, including construction documents, planting plans, and engineering components, when available.

## **H.12 CONTRACTOR RESPONSIBILITIES**

The Contractor shall contact DOEE with any technical issues pertaining to the project and never deviate from the scope of work or deliverables when completing the job, please consult with DOEE Team lead for clarification and guidance.

- H.12.1** The contractor shall work with the District to notify facilities before scheduled assessment visits

## FY22 FloodSmart Homes Resilience Assessments

**H.12.2** The contractor shall provide photos of assessed practices for documentation purposes

**H.12.3** The contractor shall support the District in the development of a tracking database to support GSI maintenance efforts.



## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

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

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

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

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

### **I.4 TIME**

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

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

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

#### **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 District 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 District to perform services detailed in the contract. The District 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 District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District 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 District. The District 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 shall convey, assign, and transfer to the District the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final, or otherwise, including all patent, 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 District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District 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 District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, 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 District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under 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 District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District 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 District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, 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 District in writing.

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

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

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

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

#### **I.7 SUBCONTRACTS**

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

subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this 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 on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM 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 requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be 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 requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$500,000 per occurrence or claim, \$500,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion

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

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

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. 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) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

## B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated certificate of insurance to the CO.
- 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. Evidence of insurance shall be submitted to the Contracting Officer.
- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.10 ORDER OF PRECEDENCE**

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

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

## I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

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 District 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
  - (iii) 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.
- (7) 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 District 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 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

### **15. Changes:**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.

- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

#### **19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression,

family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.14 COST AND PRICING DATA**

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

**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 the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination No.2015-4282, Revision No.22 dated March 15, 2022
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.4</b>	RESERVED
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.8</b>	RESERVED
<b>J.9</b>	DBE Certification Process and Finding Certified Firms available at <a href="https://www.fema.gov/sites/default/files/2020-07/fema_procurement-under-grants-field-manual-supplement_1.pdf">https://www.fema.gov/sites/default/files/2020-07/fema_procurement-under-grants-field-manual-supplement_1.pdf</a>
<b>J.10</b>	RESERVED
<b>J.11</b>	Certification Regarding Lobbying

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

Bidder/Offeror Certification Form

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

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

### **L.1 CONTRACT AWARD**

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

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

#### **L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, 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 (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, 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.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** This solicitation will be conducted electronically using the District’s Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

**L.2.5** 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 District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested 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.2.6** Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.



### **L.3 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 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted 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.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

**L.4.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.4.1.3** It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **You may use Microsoft Internet Explorer versions 6, 7, 8, 9, 10, or 11, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

#### **L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

#### **L.4.3 Late Proposals**

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

#### **L.4.4 Late Modifications**

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

### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should

submit questions no later than **seven** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **seven** days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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

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

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

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

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

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

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

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

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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 sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**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 offerors.

**L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors 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:

**Name:** Tracy Crump  
Office of Contracting and Procurement  
**Address:** 1200 First Street NE  
Washington, DC 20002  
**Telephone:** (202) 724-4051  
**E-mail address:** [tracy.crump@dc.gov](mailto:tracy.crump@dc.gov)

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), 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 in accordance with 27 DCMR § 1634.

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.16 FAMILIARIZATION WITH CONDITIONS**

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

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

**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) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**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 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.18.1** In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District. Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

### **L.18.2 Proposal Organization and Content**

**L.18.2.1** This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

**L.18.2.2** All attachments shall be submitted as a .pdf or excel file as directed. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.18.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. The maximum page count for the technical proposal shall not exceed 40 pages. Please note that each attachment is limited to a maximum size of 25 MB.

**L.18.2.4** The offeror shall label each attachment, i.e., "Technical Proposal," "Price Proposal."

**L.18.2.5** 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 District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested 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.

The Offeror shall provide the following information for the prime contractor and its subcontractors, if any:

- 1) Legal Name(s);
- 2) Address(es);
- 3) Role(s) of each firm (including all subcontractors);
- 4) Company profile(s), including:
  - a) Age;
  - b) History(is); and
  - c) Size;

**L.18.3 Technical Proposal**

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked sections:

**L.18.3.1 Factor A – Technical Approach**

The Offeror shall provide the following information to demonstrate the Offeror's technical approach and methodology to provide the required services. The Offeror shall provide at a minimum, the information described in this section below:

A. A detailed project proposal which will include:

- (i) The Offeror's understanding of the required services and the Offeror's approach to successfully provide the required services, for each requirement specified in C.5, and all its subsections.
- (ii) The Project Proposal shall also include a chart or narrative showing the projected timelines (in month increments) for meeting each of the following requirements identified in C.5 and its subsections.

1. C.5.1 – Project Setup
2. C.5.2 – Project Management
3. C.5.3 – Home Resilience Assessment
4. C.5.4 – Cost Estimate
5. C.5.5 – Benefit-Cost Analysis
6. C.5.6 – Home Resilience Report

B. A description of the Offeror's understanding of flood mitigation at residential properties, how retrofit measures can be used to reduce flood risk at residential properties in the District, how residential properties can be assessed for flood risk mitigation, and how to communicate with residential property owners and occupants.

C. A description of any past challenges with flood mitigation or other projects at residential properties and how it will inform the Offeror's work on this contract A description of anticipated challenges and opportunities with meeting the requirements described in C.5 and its subsections.

- D. A description of the Offeror’s capability to adapt and adjust project schedules or bring additional resources to bear as necessary to meet project deadlines; and a description of the system to be used to manage the schedule, cost, and quality control for the project.
- E. Demonstration of the Offeror’s value added and unique approach, including a description of the Offeror’s unique capabilities and how the Offeror’s technical expertise and approach provides a best value for the District.

**L.18.3.2 Factor B – Team Member Technical Experience**

The Offeror shall provide information regarding the project team’s demonstrated qualifications, expertise, and professional and/or educational background advantageous to perform the work.

- A. Offerors shall provide an organizational chart showing the Project Manager, key personnel, licensed or certified personnel, and support personnel (including name and project role) that will be committed to this project. The project team shall include at least one Certified Floodplain Manager and at least one Professional Engineer; note that one person can fulfill both of these qualifications simultaneously. The offeror shall provide resumes or a short description of relevant experience and education for each of the personnel shown in the organizational chart.
- B. Offerors shall provide resumes for Key Personnel expected to be assigned to the Project whose qualifications will be used to meet the requirements listed in Section L.20 and licensed or certified personnel. Resumes shall include qualifications, education, experience, and identification numbers for relevant licenses and/or certifications.

**L.18.3.3 Factor C – Relevant Past Experience**

The Offeror’s proposal shall provide information relating to the Offeror’s qualifications, experience, and past performance providing services similar in size, scope, and complexity to those described in Section C. The Offeror shall demonstrate this by providing examples of work performed in the last seven years by the Offeror’s proposed project team.

The Offeror shall include a minimum of six and a maximum of ten example projects that demonstrate expertise in one or more of the following subcategories A, B, C, and D. One project can be applied to multiple subcategories.

The Offeror shall include a summary list of all project examples provided indicating which subcategories the project fulfills. The summary list shall include the following factors:

- a. Title of project;
- b. Description of the Project;
- c. Dollar amount and period of performance;
- d. Offeror’s role in the project as the prime contractor or a subcontractor;
- e. Names of personnel (from L.18.3.2 A) who participated in the example project
- f. Client name, organization, email, and phone number

Project examples shall include a description of whether the project was delivered on time and on budget, and if not, what caused deviations. Project examples may include a performance evaluation of the project from the client, which indicates the quality and timeliness of the offeror’s past performance.

- A. Residential Property Resilience Assessment** - Examples in this category should demonstrate capability in assessing residential properties for flood resilience and completing Elevation Certificates. Examples in this category should demonstrate capability in meeting requirements in C.5.3 and C.5.6.
- B. Project Management and Communications** - Examples in this category should demonstrate capability in interfacing with residential property owners, answering technical questions from residential property owners, scheduling appointments for visits to homes for property inspection or technical services, creating and maintaining a tracking system, and developing checklists and reports. Examples in this category should demonstrate capability in meeting requirements in C.5.1, C.5.2 and C.5.6.
- C. Residential Construction Cost Estimation** - Examples in this category should demonstrate capability in preparing accurate estimates for the cost of residential building construction and retrofit projects. Examples in this category should demonstrate capability in meeting requirements in C.5.4.
- D. FEMA HMA Grant Application Support** - Examples in this category should demonstrate capability in preparing necessary documentation, such as Benefit Cost Ratios (BCRs) and understanding necessary technical factors, such as Benefit Cost Analysis (BCA), for FEMA Hazard Mitigation Grant Applications. Examples in this category should demonstrate capability in meeting requirements in C.5.3, C.5.5, and C.5.6.

**L.18.3.4 Factor D – Oral Presentation**

The District will conduct oral presentations with Offerors following receipt and evaluation of all proposals. The presentations will be held via MS Teams and will be limited to one-hour; inclusive of a PowerPoint or other type of visual presentation (30 minutes) and a question-and-answer period (30 minutes). The oral presentations shall be scheduled after the closing of the solicitation. Responsive and responsible Offerors that submitted proposals in response to the subject RFP will receive separate correspondence to schedule the oral presentations. Offerors will be required to submit an electronic copy of the presentations 24 hours in advance. Through their presentations, Offerors shall communicate their ability to make resilience assessments at residential properties and work with residents. The presentations and responses to questions shall demonstrate the offeror’s understanding of the work required, the potential risks to performance, quality, and cost, and the quality of their plan to ensure successful project delivery. Presentations should demonstrate capability in meeting requirements in C.5.1, C.5.2, C.5.3, C.5.4, C.5.5, and C.5.6.

**L.19 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10 a.m. on June 23, 2022, via TEAMS.

**Microsoft Teams meeting**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Join with a video conferencing device**

[octo@m.webex.com](mailto:octo@m.webex.com)

Video Conference ID: 113 064 589 9

[Alternate VTC instructions](#)



**Or call in (audio only)**

[+1 202-594-9550](tel:+12025949550), [816204829#](tel:+1816204829) United States, Washington DC  
Phone Conference ID: 816 204 829#

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

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. 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 offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.20 KEY PERSONNEL**

**L.20.1** The District considers the following positions to be key personnel for this contract. Key personnel named in the proposal are expected to work on the Contract at and after award of the Contract.

### **L.20.1.1 Project Manager**

The Project Manager should have a bachelor's degree and at least 5 years of experience in managing multi-discipline projects. Project management experience is preferred in projects involving flood risk mitigation, resiliency, and assessments, inspections, or retrofits of residential properties.

### **L.20.1.2 Residential Flood Protection Lead**

The Residential Flood Protection Lead should have a bachelor's degree and at least 5 years of experience in flood risk mitigation projects. Experience is preferred in projects involving elevations, mitigation reconstruction, or assessment of residential properties in FEMA-designated Special Flood Hazard Areas.

## SECTION M: EVALUATION FACTORS

### M.1 ASSESSMENT CONTRACTOR MINIMUM QUALIFICATIONS

#### M.1.1 Evaluation for Award

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

### M.2 Technical Rating

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2. The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32. If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### M.3 EVALUATION CRITERIA

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

**M.3.1 Technical Criteria (80 Points Maximum)**

**Description:** These factors consider the Offeror’s approach to the project, past experience, performance, and key personnel used in performing services similar to the required services described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

<b>Technical Evaluation Factors</b>	<b>Points</b>
Section I - Technical Approach	25
Section II - Team Member Technical Expertise	20
Section III - Relevant Past Experience	25
Section IV – Oral Presentation	10
<b>Total</b>	<b>80</b>

**M.3.1.1 Factor A – Technical Approach (25 Points Maximum)**

The Department desires that the Offeror have a complete and thorough understanding of the required services, applicable District and federal laws, and the District’s requirements as described in C.5. Offerors will be evaluated based on the degree the Offeror’s demonstrated knowledge and understanding of the District’s requirements as well as the Offeror’s approach to deliver the required services described in C.5 in an efficient, professional manner. This evaluation factor considers the responses required in Section L and the Offeror will be evaluated based on the following:

**M.3.1.1.1** The Offeror’s proposal shall demonstrate an in-depth understanding of the required services and make evident their ability to provide them. The Offeror’s proposal shall exhibit understanding of flood mitigation at residential properties and shall describe how non-structural retrofit measures may be used to reduce flood risk at residential properties in the District, methods/procedures for assessing residential properties for flood risk mitigation, and detail effective ways to communicate with residential property owners and occupants regarding flood risk. See Section L.18.3.1 (A) and (B) for more information. (15 points)

**M.3.1.1.2** The Offeror’s proposal shall demonstrate their understanding of challenges, past or foreseen, with meeting the requirements described in section C.5. The Offeror shall detail their capacity to adapt and adjust project schedules, provide additional resources as necessary to meet project deadlines; and describe the system that will be used to manage the schedule, cost, quality assessment, and quality control for the project. See Section L.18.3.1 (C) (D), and (E) for more information. (10 points)

**M.3.1.2 Factor B – Team Member Technical Expertise (20 Points Maximum)**

The project team shall include key personnel, specialized expertise, and support staff that demonstrates knowledge of requirements outlined in Section C.5 of the solicitation. See Section L.18.3.2 for more information.

**M.3.1.2.1** The Offeror will be evaluated on their demonstration of a clear and logical organizational structure for project staff which fulfills all required roles, and their proposed level of involvement. The project team shall include Key Personnel described in section L.20, at least one Certified

Floodplain Manager (CFM), and at least one Professional Engineer (PE) (note that one person can fulfill the CFM and PE qualifications simultaneously). (5 points)

**M.3.1.2.2** The Offeror's project team and individual team members will be evaluated based upon the qualifications, expertise, professional, and educational background presented and deemed advantageous to perform the work. The Offeror project team and individual team members will be evaluated by the qualifications of the Key Personnel described in section L.20. (15 points)

**M.3.1.3 Factor C – Relevant Past Experience (25 Points Maximum)**

The Department desires to engage a Contractor with the experience necessary to successfully perform the required services. Offerors will be evaluated based on how relevant the Offeror's specialized experience and technical competence are on projects in similar in size and scope as those described in C.5 and its subsections. The offeror will be evaluated on the quality of the projects, adherence to schedule and budget, any evaluations provided, and presentation of the project examples. This evaluation factor considers work examples required in response to Section and will be evaluated based on the following:

**M.3.1.3.1** Experience in residential property resilience assessment, project management and communications, and residential construction cost estimation, as demonstrated by past project examples. See sections L.18.3.3 (A), (B), and (C) for more information. (20 points)

**M.3.1.3.2** Experience in FEMA HMA grant application support, including Benefit Cost Analysis (BCA) as demonstrated by past project examples. See section L.18.3.3 (D) for more information. (5 points)

**M.3.1.4 Factor D – Oral Presentation (10 Points Maximum)**

The District will conduct oral presentations with Offerors following receipt and evaluation of all proposals. The presentations will be held via MS Teams and will be limited to one-hour; inclusive of a PowerPoint or other type of visual presentation and a question-and-answer period. The oral presentations shall be scheduled after the closing of the solicitation. Responsive and responsible Offerors that submitted proposals in response to the subject RFP will receive separate correspondence to schedule the oral presentations. Offerors will be required to submit an electronic copy of the presentations. The presentation and responses to questions will be evaluated in accordance with the evaluation criteria detailed below:

**M.3.1.4.1** Demonstration of Offeror's ability to make resilience assessments at residential properties and work with residents. Demonstration of the offeror's understanding of the work required, the potential risks to performance, quality, and cost, and the quality of their plan to ensure successful project delivery. Demonstration of the offeror's capability in meeting requirements in C.5.1, C.5.2, C.5.3, C.5.4, C.5.5, and C.5.6. See Section L.18.3.4 for more information. (10 points).

**M.4 RESERVED**

**M.5 EVALUATION OF OPTION YEARS**

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