



REQUEST FOR PROPOSALS NO. PSC-23-09

SOLAR AGGREGATION AND ADVANCED INVERTER PILOT PROJECT

Proposal Issue Date: February 9, 2023

Proposal Due Date: May 10, 2023
No later than 4 pm

Submit Electronically to: Karen M. Hester
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SECTION A: EXECUTIVE SUMMARY

A.1 BACKGROUND

The mission of the Public Service Commission of the District of Columbia (“Commission”) is to serve the public interest by ensuring that financially healthy utility companies provide safe, reliable and quality utility services at reasonable rates for District of Columbia (“District”) customers while fostering grid modernization, conservation of natural resources, preservation of environmental quality, and advancement of the District’s climate policy commitments.

The investigation into modernizing the energy delivery system for increased sustainability (“MEDSIS”) in the District was initiated in both Formal Case No. 1130 and Formal Case No. 1123. In consideration of intervenor requests, technological advancements in the energy industry, and changing consumer preferences, on June 12, 2015, the Commission issued Order No. 17912 to identify technologies and policies that can be implemented in the District to modernize the distribution energy delivery system for increased sustainability and, in the near-term, to make the distribution energy delivery system more reliable, efficient, cost-effective, sustainable, and interactive.

As a result of the PHI-Exelon Merger approved by the Commission in Order No. 18148 on March 23, 2016, a \$21.55 million MEDSIS Pilot Project Fund Subaccount was created, and the escrowed funds therein were directed to be used to support pilot projects related to energy delivery system modernization under consideration in Formal Case No. 1130, Order No. 20286. In 2018, the Commission began a yearlong MEDSIS Working Group process, which culminated in the submission of the Final Working Group Report on May 31, 2019, containing 32 recommendations and 10 learnings for Commission consideration.

This Solar Aggregation and Advanced Inverter Pilot Project RFP is the second of four pilot projects to be funded in furtherance of the goals of PowerPath DC and the District’s clean energy and climate goals. The Commission seeks projects that can demonstrate the benefits of advanced inverter equipment, including communications and expansion of solar hosting capacity. The pilot project funds must be expended in a manner that is fair, transparent, equitable, and consistent with the laws and regulations of the District of Columbia.

A.2 PURPOSE

The purpose of this RFP is to fund a Solar Aggregation and Advanced Inverter Pilot Project (“Project”) to be located in the District at site(s) to be identified by the Offeror. The Project funded by this RFP should be designed to provide insights and new learnings to assist the Commission in identifying technologies and policies that can be implemented in the District to modernize the distribution energy delivery system for increased sustainability.

The Commission seeks proposals for aggregations of existing and/or new solar and distributed energy resource (“DER”) projects that utilize IEEE 1547-2018 standard-compliant inverter systems and inverter settings profiles to automatically manage hosting capacity and communications. The Commission is interested in innovative ideas and technologies. Further, the Commission is seeking projects that will demonstrate the outcomes listed in Section B.1.1, Project Requirements.

Unproven technologies will be excluded from funding consideration. See Attachment G, Technology Readiness Level (TRL) Questionnaire and Section D.4.2, Project Description. A self-assessment that scores below TRL level 5 will not be considered.

A.3 ELIGIBILITY

(a) Legal entities eligible to apply shall include, but are not limited to:

- Corporations, partnerships, associations
- Private enterprises
- Nonprofit organizations, including those with IRS 501(c)(3) or 501(c)(4) determinations
- Public-private partnerships and joint ventures comprising government agencies and private enterprises.

Continuing conditions of eligibility are that the information in the proposal is complete and truthful and that the Offeror at all times is able to meet any material conditions stated in its proposal. For instance, if an Offeror's ability to fulfill the terms of the Contract is based on the availability of skilled staff and those staff should leave after the proposal submission or the contract award to the Offeror, the Offeror has the responsibility to advise the Commission in writing of this change in material conditions. Other examples of a change in material conditions that could result in the loss of eligibility would be the loss of the Offeror's tax-exempt status, loss of insurance, or bankruptcy.

(b) Financial Disclosure

An Offeror must identify any financial or ownership interest by employees of the company in Pepco, its affiliates, or its parent company Exelon; in Washington Gas Light Company ("WGL"), its affiliates, or its parent company Alta Gas; and confirm that they have not worked for or received funding from Pepco, Exelon, or their subsidiaries and affiliates, and WGL, AltaGas, or their subsidiaries and affiliates in the past three years.

Offerors must disclose any financial relationship with a member of the Pilot Project Governance Board.

A.4 CONTRACT TERM

It is anticipated that the contract term will begin on the date of execution by the Commission's Contracting Officer and be in effect for a period of up to five years, which should include at least two years of operation.

A.5 CONTRACT AWARD AMOUNTS

The maximum amount of funding available for the Project is \$3 million, which may be awarded to one or more Offerors.

The Commission does not intend to increase the initial award amount. The Commission anticipates that Offerors will obtain other sources of funding for the project, if needed.

A.6 SELECTION CRITERIA

Proposals will be evaluated in accordance with Section D of this RFP. The following evaluation criteria will be used:

• Project Description		<u>30 points</u>
Physical Description and Technical Specifications	20 points	
Project Outcomes	10 points	
• Technical Work Plan		<u>25 points</u>
Implementation Plan and Schedule	15 points	
Transaction Flow	5 points	
Project Continuity Plan	5 points	
• Qualifications and Experience of Team		<u>25 points</u>
Organizational Overview		
Experience and Past Performance of Team	15 points	
Key Personnel	10 points	
• Stakeholder and Customer Engagement		<u>10 points</u>
• Risk Management Plan		<u>10 points</u>
	Total	<u>100 Points</u>

A.7 ANTICIPATED PROCUREMENT SCHEDULE

A.7.1	Publish RFP on Commission website	February 8, 2023
	Deadline for RFP questions	On-going thru May 3, 2023
	Responses to questions posted on the Commission's website	On-going thru May 5, 2023
	Submission of proposals	May 10, 2023
	Requests for Clarification	May 22, 2023
	Determine those in competitive range	June 6, 2023
	Complete oral or written discussions	Week of June 12 th , 2023
A.7.2	Request for Phase 2 Budget and Financing	Week of June 19 th , 2023
	Submission of Phase 2 proposals	July 7, 2023
	Initial Evaluation complete	July 24, 2023
	Discussions with Offerors	Week of July 24, 2023
	Notices of Award	August 7, 2023
	Agreement executed	Week of August 27, 2023

A.8 LIST OF ATTACHMENTS

Attachment A - Checklist
Attachment B - Disclosure Statement
Attachment C - Past Performance Evaluation Form
Attachment D - SBE Subcontracting Plan
Attachment E - Equal Employment Opportunity (EEO) Agreement and Report
Attachment F - First Source Agreement and Revised Employment Plan
Attachment G - TRL Questionnaire
Attachment H - Promises, Certifications, Assertions, and Assurances (PCA)
Attachment I - Terms and Conditions
Attachment J - PowerPath DC / MEDSIS Principles

SECTION B: SCOPE OF WORK

B.1 SCOPE OF WORK

B.1.1 Project Requirements

The Commission seeks proposals for DER aggregation(s) that use(s) advanced inverters and/or controls to achieve the dual objectives of maximizing solar capacity and deploying a replicable, lower-cost alternative to cellular cabinet telemetry equipment required by the utility. The advanced inverter must be compliant with IEEE Standard 1547-2018, depending on commercial availability. The proposal must also include provisions for coordination with Pepco. The aggregation may cover one or more feeders in the District and include both public and private buildings. The proposal should demonstrate that it will meet the outcomes listed below in an innovative manner. During the term of the pilot, the selected Offeror will manage the operation and maintenance of the DER aggregation, and continually monitor performance including generation output, inverter functionalities, and participant satisfaction. Although this is a pilot project, the expectation is that the DER aggregation will continue to operate after the conclusion of the pilot period without additional Commission funding; as such, it should be designed with a continuity plan in place.

Unproven technologies will be excluded from funding consideration. Therefore, the Offeror will use the TRL self-assessment questionnaire (**Attachment G**) to self-assess the readiness of the proposed technology for commercial operation. The Offeror's proposal must include a completed TRL self-assessment questionnaire in its proposal. (**See Section D.4.2**). A self-assessment that scores below TRL level 5 will not be considered. If the selected Awardee's project scores between a TRL level 5 and TRL level 8, the Awardee will be required to submit a Technology Risk Mitigation Plan for Commission approval prior to contract award.

The Offeror's proposed aggregated DER project should demonstrate the following outcomes:

B.1.1.1 Maximization of Solar Hosting Capacity: Demonstrated increase in solar hosting capacity through the use of IEEE 1547-2018 standard compliant advanced inverter functionalities and setting profiles.

B.1.1.2 Communications: Demonstrate effectiveness of alternatives to Pepco's requirement for proprietary cellular cabinets for secure and reliable communications between Pepco and DER systems using standardized communication protocol(s) and management of cybersecurity risks associated with the proposed alternatives.

B.1.1.3 Customer Benefits: Quantification of customer-specific benefits, such as impacts to the local economy and environment of the District of Columbia, costs savings, and on promoting equity and environmental justice.

B.1.1.4 Grid Benefits: Assessment of value provided to the distribution system by the project e.g. demonstrated peak shaving.

B.1.2 Technical Work Plan

The Contractor shall be required to submit a final Implementation Plan to the Commission for review and approval. The Implementation Plan shall include the following components:

B.1.2.1 Overall conceptual plan and design including the type, number, size and location of DER systems, planned advanced inverter functionalities and settings profiles, communication alternatives, and operational start date, including milestones related to engineering, procurement, permitting, construction, testing and inspection and commissioning.

B.1.2.2 Identification of expected number of participants, and methodology for tracking participant data (i.e., demographic information, Low to Moderate Income (“LMI”) status, etc.)

B.1.2.3 A specific description of infrastructure required for operation, and how this process will be coordinated with Pepco (i.e., interconnection).

B.1.2.4 A general description of equipment configuration in the proposed DER system. To the extent the proposal includes the following, please explain their role in achieving the project objectives: (1) the installation and aggregation of storage projects and/or microgrids and (2) inclusion of CREFs and/or NEMs behind the meter.

B.1.2.5 A specific description of any expected Commission rule waivers needed. Otherwise, it is expected that the proposal would conform to all the rules related to interconnection standards and renewable portfolio standards, as appropriate.

B.1.2.6 A specific description of the required modifications (if any) to building infrastructure or existing solar infrastructure (e.g., electrical panel upgrades, roof repair, inverter replacement or reprogramming, etc.).

B.1.2.7 A detailed description of how benefits will accrue to participants, including any additional incentive to be offered to LMI participants.

B.1.3 Stakeholder and Customer Engagement Plans

The Contractor shall submit a final Stakeholder and Customer Engagement Plan to the Commission for review and approval. The Stakeholder and Customer Engagement Plan shall include the following components:

B.1.3.1 A Stakeholder Engagement Plan that includes education and engagement of community members, building owners, and community partners. This plan will ensure that community stakeholders are informed about the progress and outcomes of the project.

B.1.3.2. An enrollment process that will outline how participating customers will participate in the program, including registration, payment for services, etc.

B.1.3.3 A Customer Service Plan which will explain how customers can have questions answered, concerns addressed (including repair and maintenance), and payment disputes resolved in a timely and fair manner. The plan will outline how customer rights and customer safety will be maintained and the ongoing system for measuring customer satisfaction.

B.1.4 Budget Plan

The Contractor shall submit a final Budget Plan to the Commission for review and approval. The Budget Plan shall include the following components:

B.1.4.1 Detailed identification of projected costs, including capital costs and operational costs.

B.1.4.2 A Financing Plan describing sources, amounts, and timing of other funds to be deployed, including any other federal or local DC Government public funding sources or matching grants and including any DC Green Bank financing.

B.2 DELIVERABLES

Description	Frequency	Due Date (Calendar days)
Final Implementation Plan Stakeholder and Customer Engagement Plan; Budget Plan	Once	A date TBD after contract award
Status Report: details on the Implementation, Stakeholder and Customer Engagement, and Budget Plans approved by the Commission. To the extent that the Awardee requests changes to the approved plans, this should be identified in the monthly status report.	Quarterly	By the 15 th day of the month following the month being reported on (e.g., May’s report will be due on June 15 th)
A notice of startup and operation of the system as well as an inspection and demonstration of the system for the Commission.	TBD	TBD
Annual Report: public-facing progress report covering progress of the Implementation, Stakeholder and Customer Engagement, and Budget Plans. The annual report will provide an assessment of progress toward the four project outcomes.	Annually	TBD

Final Report: The Awardee shall submit a Final Report covering accomplishments in comparison with initial plans, achievement of the four outcomes, energy and bill savings; lessons learned, recommendations for scaling up the program, and any updates to the continuity plan.	Once, at end of the contract term	Draft Final Report: 90 days prior to the end of the contract term. Final Report: 30 days prior to the end of the contract term
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B.3 APPLICABLE DOCUMENTS AND RESOURCES

Item #	Document/Resource Type	Title/Description	Version/Date
1.	Formal Case No. 1130;	In the Matter of the Investigation into Modernizing the Energy Delivery System for Increased Sustainability ("MEDSIS" a/k/a PowerPath DC)	June 12, 2015
2.	Order No. 17912	In the Matter of the Investigation into Modernizing the Energy Delivery System for Increased Sustainability	June 12, 2015
3.	Order No. 18148	In the Matter of The Joint Application of Exelon Corporation, Pepco Holdings, Inc., Potomac Electric Power Company, Exelon Energy Delivery Company, LLC and New Special Purpose Entity, LLC for Authorization and Approval of Proposed Merger Transaction	March 23, 2016
4.	Order No. 20286	PowerPath DC Order – Adopting recommendations from the MEDSIS Final Working Group Report and Staff Order	January 24, 2020
5.	Order No. 20316	Order designating members of the Pilot Projects Governance Board	March 26, 2020
6.	Order No. 20388	Order opening the Pilot Project Governance Board	August 6, 2020

		docket and excluding individual participation	
7.	Final Working Group Report	MEDSIS Working Group	May 31, 2019
8.	GD-2020-02-M	Pilot Projects Governance Board Docket	August 6, 2020
9.	Formal Case No. 1050	Advanced Inverter Working Group and Technical Conferences	July 31, 2006

B.4 DEFINITIONS

B.4.1 Advanced Inverter – is an inverter with a digital architecture, bidirectional communications, and software that enables functionalities providing autonomous grid support and enhance system reliability, along with the capability to adjust their operational set points in response to the changing characteristics of the grid through dedicated communications protocols and standards. The advanced inverter must enable, at the minimum, the following functionalities, as defined in IEEE Standard 1547-2018: dynamic and real power support, voltage ride-through, frequency ride-through, voltage support, frequency support, and ramp rates.

B.4.2 Telemetry Cellular Cabinet – is proprietary equipment required for interconnection to the Pepco grid according to Pepco internal policy for projects between 50kW to 250kW and greater, depending on circuitry.

B.4.3 Continuity Plan - a plan that outlines how the project will continue to operate after the end of the contract term.

B.4.4 DC Green Bank - affordable financing options for Clean Energy, Energy and Resources Efficiency, and Resilience. Additional information can be found at www.dcgreenbank.com. In addition to available incentive programs through the District, DC Green Bank financing options for sustainability projects which include Direct Fund Pilot or Structured Projects, DC PACE (Property Assessed Clean Energy), CLEER (Commercial Loan for Energy Efficiency and Renewable Energy), and Navigator pre-development loans. The team at DC Green Bank continues to explore additional financing products and also invites stakeholders to submit proposals for potential products and direct fund projects through DC Green Bank's Open Request for Proposals. Please email info@dcgreenbank.com for more information.

B.4.5 DER - is a resource sited close to the customer's load that can provide all or some of the customer's energy needs and can also be used by the system to either reduce demand (such as demand response) or increase supply to satisfy the energy, capacity, and/or ancillary service needs of the distribution or transmission system. Types of DER include, but are not limited to: photovoltaic solar, wind,

cogeneration, energy storage, demand response, electric vehicles, microturbines, biomass, waste-to-energy, generating facilities, and energy efficiency.

B.4.6 Energy Storage - is a resource capable of absorbing electric energy from the grid, from a behind-the-meter generator, or other DER, storing it for a period of time and thereafter dispatching the energy for use on-site or back to the grid, regardless of where the resource is located on the electric distribution system. These resources include all types of energy storage technologies, regardless of their size, storage medium (e.g., batteries, flywheels, electric vehicles, compressed air), or operational purpose.

B.4.7 Interconnection - applies to facilities satisfying the following criteria:

- (a) The total Nameplate Capacity of the Small Generator Facility is equal to or less than 20 MW.
- (b) The Small Generator Facility is not subject to the interconnection requirements of PJM Interconnection.
- (c) The Small Generator Facility is designed to operate in parallel with the Electric Distribution System.

B.4.8. Legal Entity - A body, other than a natural person, that has legal capacity to: (1) enter into agreements or contracts; (2) assume obligations; (3) incur and pay debts; (4) sue and be sued in its own right; and (5) to be accountable for illegal activities.

B.4.9 Pilot Project Administrator - is responsible for various administrative duties surrounding this project including processing of invoices from the Awardee to allow a succession of grant payments over time as provided in each grant contract. These duties may include documentation, meeting management, handling the project budget, briefings for the Pilot Projects Governance Board, and using time management skills to help the team stay on track, reporting directly to the Commission.

B.4.10 Pilot Project Governance Board - is the body responsible for reviewing, selecting, and overseeing innovative pilot projects in accordance with the principles of the PowerPath DC Vision. See <https://dcpsc.org/PowerPath-DC-Pilot-Projects-Governance-Board.aspx>.

B.4.11 Project Operation - is the period of time in which the aggregated DER project is installed and generating solar output.

B.4.12 Solar Energy - is radiant energy, direct, diffuse, or reflected, received from the sun at wavelengths suitable for conversion into thermal, chemical, or electrical energy, that is collected, generated, or stored for use at a later time.

B.4.13 Technology Risk Mitigation Plan - is the identification, evaluation, and prioritization of risks followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events or to maximize the realization of opportunities related to the project's technology.

B.5.14 Environmental Justice - is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

SECTION C: ECONOMIC INCLUSION

C.1 PREFERENCE FOR LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE

General: Under the provisions of the Small, Local and Disadvantaged Business Enterprise Development and Assistance Amendment Act of 2005,¹ preference shall be given to Offerors that are certified by the Department of Small and Local Business Development (“DSLBD”) as having resident business ownership, being a Local Business Enterprise, being a Disadvantaged Business Enterprise, or as operating in an Enterprise Zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror’s submission and, if applicable, the Technical Proposal). In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three points shall be awarded if the Offeror is certified as a small business enterprise;
- Five points shall be awarded if the Offeror is certified as resident-owned business;
- Ten points shall be awarded if the Offeror is certified as a longtime resident business;
- Two points shall be awarded if the Offeror is certified as a local business enterprise;
- Two points shall be awarded if the Offeror is certified as a local business enterprise with its principal office located in an enterprise zone; and
- Two points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

A Certified Business Enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points or a reduction in price of more than 12%.

C.2 MANDATORY SUBCONTRACTING REQUIREMENTS

C.2.1 DSLBD Participation

The Commission requires significant participation by business enterprises certified by the DSLBD as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a resident-owned business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone.

Accordingly, and in addition to the preference points conferred by Section C.1 to certified prime Awardees, the Commission requires that business enterprises so certified must perform work equal to at least 35% of the contract value unless the prime Awardee is certified as a small, local or disadvantaged business enterprise.

C.2.2 If there are insufficient small business enterprises (“SBE”) to completely fulfill the requirement of paragraph C.2.1, then the subcontracting may be satisfied by subcontracting 35% of the contract value to any qualified CBEs; provided, however, that

¹ D.C. Code §2-218.01 *et. seq.* (2006 Repl. & Supp. 2008).

all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- C.2.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of Sections C.2.1 and C.2.2.
- C.2.4** Except as provided in Sections C.2.5 and C.2.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Code § 2-218.63.
- C.2.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources, and if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Code § 2-218.63.
- C.2.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- C.2.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.
- C.2.8** Offerors will be required to submit a SBE Subcontracting Plan (Attachment D) with their proposals. The SBE Subcontracting Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

FAILURE TO ADHERE TO THIS REQUIREMENT WILL RESULT IN THE REJECTION OF AN OFFEROR'S PROPOSAL.

C.2.9 INFORMATION

For information regarding the application process, contact the DSLBD at the following address or telephone number:

Department of Small and Local Business Development
Government of the District of Columbia
One Judiciary Square 441 - 4th Street, N.W., 9th Floor, Suite 970 N
Washington, D.C. 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

Any Offeror with Local Business Enterprise or Disadvantaged Business Enterprise certification as its joint venture or constituent entity shall be entitled to the applicable preference points provided for in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, Part D, Subpart 2, Sec. 2343 in direct proportion to the percentage of the effort to be performed by the Local Business Enterprise or Disadvantaged Business Enterprise. A copy of the certification acknowledgment letter must be submitted with the Offeror's proposal.

C.3 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

C.3.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Awardee shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District in each project's labor force:

C.3.1.1 At least 51% of apprentices and trainees employed shall be residents of the District and registered in programs approved by the District of Columbia Apprenticeship Council.

C.3.2 The Awardee shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Awardee first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause

C.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

C.4.1 For contracts for services in the amount of \$300,000 or more, the Awardee shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Code § 2-219.01 et seq. ("First Source Act").

C.4.2 The Awardee shall enter into and maintain during the term of the contract, a First Source Employment Agreement ("Employment Agreement") with DOES, in which the Awardee shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

C.4.3 The Awardee shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

C.4.4 The Awardee agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

C.4.5 The Awardee hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

- C.4.6** The Contracting Officer (“CO”) may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- C.4.7** If the Awardee does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Awardee fails to meet its hiring requirements.
- C.4.8** Any Awardee that violates more than once within a 10-year timeframe the hiring or reporting requirements of the First Source Act shall be referred for debarment from District contracting for not more than five years.
- C.4.9** The Awardee may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 7 of the Department of General Services Standard Contract Provisions (Construction Contracts), Disputes and or Article 14 of the Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016).
- C.4.10** The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

C.5 EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT AND REPORT

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 EEO Information Report are incorporated herein as **Attachment E**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

SECTION D: EVALUATION AWARD CRITERIA

D.1 EVALUATION PROCESS

The evaluation of proposals will be conducted in two phases.

In Phase 1, Offerors will submit Technical Proposals only. Technical Proposals will be reviewed by the Evaluation Committee, which will have the option to ask clarification questions of each Offeror before the competitive range is established. The Technical Proposals in the competitive range after evaluation will be asked to move on to Phase 2. In Phase 2, Offerors will submit Budget Proposals and provide Oral Presentations to the Evaluation Committee.

D.2 EVALUATION COMMITTEE

Each proposal shall be evaluated by an Evaluation Committee in accordance with the Evaluation Criteria. The Evaluation Committee will prepare a written report summarizing its findings and submit its recommendation to the Commission. The Commission will consider the report prepared by the Evaluation Committee in making its final award decision.

D.3 ORAL PRESENTATION

The Evaluation Committee intends to interview Offerors in the competitive range. When such interviews are conducted, each Offeror within the competitive range shall make an oral presentation to the Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand the Offeror's proposal.

D.3.1 Schedule

The order of presentation will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Commission reserves the right to reschedule the date and time of any Offeror's presentation.

D.3.2 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.4 PROPOSAL EVALUATION

D.4.1 Technical Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for

participation by local, small or disadvantaged business enterprises. Thus, the maximum number of points possible is 112.

D.4.2 PROJECT DESCRIPTION (30 POINTS TOTAL)

D.4.2.1 Introduction

The Offeror shall provide an overview of the proposed project technology and submit a completed TRL Questionnaire, **Attachment G**.

Offerors shall provide the following detailed information regarding the proposed Solar Aggregation and Advanced Inverter Pilot Project:

D.4.2.2 Physical Description and Technical Specifications (20 points)

- (a) Offerors must provide a geographic location(s) for the proposed Project, including ward and neighborhoods, the number and type of buildings served, and the expected number and general socioeconomic category of customers served by the project.
- (b) Offerors must provide a detailed explanation of elements of the project, including the number and capacity of the solar installations, inverter settings profiles, and operational specifications. Offerors shall fully describe innovative aspects of the project.
- (c) An explanation of how the project will seek to maximize solar hosting capacity, including a description of the customer's role, if any, in achieving that goal and if their solution will interact with the Low Voltage Alternate Current (LVAC) network.
- (d) An overview of the DER equipment that will be utilized in the pilot, including the type, size, and number of DERs
- (e) A description of the ownership structure of the equipment used in the pilot.

D.4.2.3 Project Outcomes (10 Points)

- (a) Offerors must provide a specific description of how the proposed project will meet the four outcomes listed in **Section B.1.1**, "Project Requirements."
- (b) Offerors must address how the proposed venture meets each of the PowerPath DC guiding principles in **Attachment J**.

D.4.3 TECHNICAL WORK PLAN (25 POINTS TOTAL)

D.4.3.1 Preliminary Implementation Plan and Schedule (15 Points)

Offerors are required to include a preliminary implementation plan, schedule, and milestones as part of their initial proposal, in accordance with **Sections B.1.1. and B.2.2** of this document.

D.4.3.2 Transaction Flow (5 Points)

Description of enrollment and business transactions between the Offeror and end users (e.g., individual customers, building owners).

D.4.3.3 Project Continuity Plan (5 Points)

Describe the continuity plan for the operation, maintenance, and management of the solar aggregation after the pilot phase is completed.

D.4.5 QUALIFICATIONS AND EXPERIENCE OF TEAM (25 POINTS TOTAL)

D.4.4.1 Organizational Overview

Each Offeror should provide an overview of the project team that includes the following information for the principal firm and any subcontractor or joint venture partner firms:

- (a) Name(s) and address(es), and principal(s) of each firm.
- (b) Firm profile(s), including:
 - 1. Firm(s) size in annual revenue, number of employees, and number of years in business.
 - 2. Organizational structure depicting reporting chain and relationships between partners and subcontractors
 - 3. Areas of expertise including the roles and responsibilities of each partner and subcontractor.
 - 2. DC Certified Business Enterprise (provide certification, if applicable)
 - 3. Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

D.4.4.2 Experience and Past Performance of Team including Subcontractors, and Partners (15 Points)

Offerors will be evaluated based on the demonstrated experience, qualifications, capabilities, and past performance. Offerors shall provide at a minimum the following verifiable information:

- (a) Descriptions of work the Offeror has completed in the last 10 years that is similar in scope and complexity to that required by **Section B** of this RFP.
- (b) Knowledge of and experience with solar installation, advanced inverters, DER communications, and DER aggregation.
- (c) Knowledge and experience with design, engineering, and construction.
- (d) Knowledge and experience of operations, maintenance, and customer service.
- (e) Knowledge and experience of assessing environmental, economic, and societal benefits of similar projects.
- (f) Offerors shall return a minimum of three completed Past Performance Evaluation Forms, **Attachment C**, to support the experience described in response to Section D.4.4.1.

D.4.4.3 Key Personnel (10 points)

Offerors will be evaluated on the experience and qualifications of key individuals assigned to work under the proposed contract. Offerors shall identify the persons who will perform the work described in this RFP and provide a detailed resume for each that describes the experience and qualifications applicable to the performance of the work for which they would be responsible.

The Offeror shall also highlight and identify any key personnel, who performed the work described in response to Section D.4.4.2 (d) and who are otherwise proposed as key personnel for this RFP.

One of the key personnel designated by the Offeror shall be a primary point of contact and this person shall be responsible for project management, reporting, coordination, and accountability for all work.

D.4.5 STAKEHOLDER AND CUSTOMER ENGAGEMENT STRATEGY (10 POINTS TOTAL)

The Offeror's proposal shall include a strategy for stakeholder engagement and customer service. The proposal outlines a strategy to educate and engage the community with the project, and identifies community partners, if applicable. The proposal identifies any expected community impacts during the construction phase; how customer service will be maintained; how customer satisfaction will be measured; and how customer rights and safety will be protected, including repair and maintenance, a description of a customer dispute resolution process (including payment disputes) and a plan for measuring customer satisfaction.

D.4.6 RISK MANAGEMENT PLAN (10 POINTS TOTAL)

The Offeror's proposal shall include a risk management plan that identifies project risks and risk management methodology. The risk management plan will identify, assess, monitor, and mitigate technical uncertainties as well as schedule, budgetary, and environmental risks associated with all aspects of the project.

D.4.7 FINANCIAL PROPOSAL - PHASE 2

The following information will be required of Offerors selected to participate in Phase 2 of the evaluation process:

(a) Itemized Project Budget

1. Capital expenditures
2. Operation and Maintenance
3. All other budget items

(b) Overall Financing Plan (Including Other Sources)

1. Size of award requested from the Commission and a detailed breakdown of how it will be used to complete the project.
2. A financing plan showing all sources of funding including debt and equity in addition to pilot project funds, extending over five years. The financing plan shall describe sources, amounts, and timing of other funds to be deployed (including any other federal or local DC Government public funding sources or matching grants and including any DC Green Bank financing).

Budget and financial information will not be scored. The Evaluation Committee will evaluate each Offeror's budget against its technical proposal to determine which combination of budget and technical merit is most advantageous to the Commission.

D.5 WRITTEN OR ORAL DISCUSSIONS

Section 2202.12 of the Commission's procurement regulations permits the Contracting Officer to conduct oral discussions with Offerors that tender submissions.

D.5.1 Competitive Range

If the CO elects to hold discussions with Offerors, then discussions will be held with all Offerors in the competitive range, which will be established based on the evaluation criteria set forth in this RFP. Upon completion of discussions, the CO will not reopen discussions unless it is clearly in the best interest of the Commission to do so.

D.6 RETENTION OF SUBMISSIONS

All submissions shall be retained by the Commission and therefore shall not be returned to the Offerors.

D.7 EXAMINATION OF SUBMISSIONS

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualifications.

D.8 LATE SUBMISSIONS: MODIFICATIONS

Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered. Any modification of a submission, including a modification resulting from the CO's request for best and final offers, is subject to the same condition.

The only acceptable evidence to establish the time of receipt at the Commission is the time-date stamp of the Commission on the submission cover page or other documentary evidence of receipt maintained by the Commission. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission that makes the terms more favorable to the Commission may be considered at any time it is received and may be accepted.

Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

D.9 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

The Commission shall not bear or assume any financial obligation or liability regarding the preparation of any submissions in response to this RFP or prepared in connection therewith, including but not limited to any submissions, statements, reports, data, information, materials or other documents or items.

D.10 REJECTION OF SUBMISSIONS

The Commission reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all submissions.
- (b) To reject submissions that fail to prove the Offeror's responsibility.
- (c) To reject submissions that contain conditions and/or contingencies that, in the Commission's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- (d) To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- (e) To take any other action within the applicable procurement regulations or law.
- (f) To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this RFP.

SECTION E: PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization of the Offeror's proposal and the manner in which the proposal should be proffered.

E.1 SUBMISSION IDENTIFICATION

Submissions shall be emailed with the subject header: "**Solar Aggregation and Advanced Inverter Pilot Project**"

Submissions shall be emailed to:

Karen M Hester
Senior Contract Specialist
khester@psc.dc.gov

E.2 DATE AND TIME FOR RECEIVING SUBMISSIONS

Submissions shall be received ELECTRONICALLY no later than 4:00 p.m., EST May 10, 2023. Offerors assume the sole responsibility for timely delivery of their submission, regardless of the method of delivery. Faxed, mailed and hand-delivered proposal submissions will not be accepted.

THE CUT-OFF DATE FOR RECEIPT OF ANY QUESTIONS IS ONE WEEK PRIOR TO THE APPLICATION DEADLINE.

E.3 SUBMISSION SIZE, ORGANIZATION AND OFFEROR QUALIFICATIONS

All submissions shall be submitted electronically. The Commission is interested in a qualitative approach to the presentation material. Brief, clear, and concise material is more desirable than quantity. **The submission(s) shall be organized as follows:**

E.3.1 Table of Contents

Offeror's must include a Table of Contents with page numbers for each section.

E.3.2 Checklist

Each Offeror shall submit a Checklist substantially in the form of **Attachment A**.

E.3.3 Executive Summary

Each Offeror should provide a project overview of no more than three pages.

E.3.4 Expected Project Outcomes/Benefits

The Offeror should submit information consistent with the requirements delineated in **Section D.4.2**.

E.3.5 Project Description

The Offeror should submit information consistent with the requirements delineated in **Section D.4.2**.

E.3.6 Implementation Plan

The Offeror should submit information consistent with the requirements delineated in **Section D.4.3**.

E.3.7 Experience and Qualifications of Team

The Offeror should submit information consistent with the requirements delineated in **Section D.4.4**.

E.3.8 Stakeholder and Customer Engagement

The Offeror should submit information consistent with the requirements delineated in **Section D.4.5**.

E.3.9 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment B**.

E.3.10 Certificate of Good Standing

Offerors, if incorporated, shall attach to the proposal, a current franchise tax Certificate of Good Standing, issued by the District of Columbia Comptroller's Office. Offerors shall provide to the Commission Offeror's 9-digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Offeror is an individual. If a domestic corporation, Offerors shall also provide to the Commission the corporation's charter number issued by the District of Columbia Commission of Consumer and Regulatory Affairs. If a foreign corporation, Offerors shall also provide to the Commission a copy of a valid Certificate of Authority to do business in the District of Columbia, issued by the District of Columbia Commission of Consumer and Regulatory Affairs.

E.3.11 Promise, Certifications, Assertions, and Assurances ("PCA")

Each Offeror shall submit a signed, Promise, Certifications, Assertions, and Assurances ("PCA"), **Attachment H**.

E.3.12 Financial Proposal

Financial information will be required from Offerors selected to participate in Phase 2 of the evaluation process. (See **Section D.1**)

SECTION F: GENERAL REQUIREMENTS

F.1 CONTACT PERSON

Any company or person wishing to obtain clarifying information about this RFP may submit inquiries *in writing* to:

Karen M. Hester
Senior Contract Specialist
khester@psc.dc.gov

F.2 QUESTIONS

The Commission welcomes questions seeking clarification of matters in this RFP. Questions will be received up to **8 days prior to the proposal submission date**. Questions about the RFP should be sent to Karen Hester at the address above. **RFP No. PSC-23-09, Solar Aggregation and Advanced Inverter Pilot Project**, must be identified as the subject.

Answers to written questions timely received will be issued by Addendum and posted on the Commission's Contracting and Procurement webpage, at www.dcpsc.org under RFP No. PSC-23-09.

F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS

Offerors should carefully examine this RFP and all amendments, addenda, or other revisions, and be thoroughly familiar with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if, in the sole discretion of the Commission, that information is necessary in proffering submissions or if the lack thereof would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

F.4 PROTESTS/DISPUTES

Protests and disputes shall be governed by Sections 2206 and 2207 of the Commission's Procurement regulations (15 DCMR §§ 2206-7). As provided in Section 2206.1, protests alleging defects in this solicitation must be filed within 10 business days of the solicitation. If an alleged defect does not exist in this initial RFP but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office of the Commission Secretary and must be filed in duplicate. Protests shall be served on the Commission by obtaining written and dated acknowledgment of receipt from the Office of the Commission Secretary. Protests received

by the Commission after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest." The written protest shall be signed by the protester or its representative and shall include at a minimum the following:

- (a) The name, address, and telephone number of the protester;
- (b) Appropriate identification of the procurement, i.e., the RFP number and, if a contract has been awarded, its number;
- (c) A concise statement of the grounds for the protest and a specific request for a ruling from the Chief Contracting Officer of the Commission; and
- (d) Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case the expected availability date should be indicated.

F.5 PERMISSIBLE USE OF FUNDS

The Awardee may use funds only for allowable project expenditures.

F.6 PROJECT MONITORING

In its sole discretion, Commission may use several methods to monitor the progress of the project and expenditures, including site visits, periodic financial reports, and the collection of performance data. All expenditures will be subject to audit by the Commission.

F.7 TERMS AND CONDITIONS

The Awardee must comply with any and all applicable terms and conditions (Attachment I).

F.8 CONFLICTS BETWEEN RFP AND APPLICABLE LAW

If any requirement of this RFP conflicts with a provision of any applicable law, including a District or federal law or regulation, the applicable legal provision shall control.

F.9 AUTHORITY

This Request for Proposals ("RFP") is released pursuant to the Commission's procurement regulations, 15 DCMR § 2200 *et. seq.* (2000), which is published on the Commission's website at www.dcpssc.org or click on <http://dcpssc.org/PSCDC/media/PDFFiles/Procurements/Chapter22.pdf>.

F.10 TIME

Unless otherwise specified in this RFP, time, if stated in number of days, shall include Saturdays, Sundays and holidays.

F.11 LICENSING, ACCREDITATION AND REGISTRATION

The selected Offeror shall comply with all applicable District of Columbia and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

F.12 LIMITATION OF AUTHORITY

Only the Commission or a person with prior written authority from the Commission shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the Commission or its authorized representative.

F.13 CONFORMANCE WITH LAWS

It shall be the responsibility of the selected Offeror to perform under the contract in conformance with the Commission's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia Government; and it is the sole responsibility of the selected Offeror to identify the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply and their effect.

F.14 STATEMENT REGARDING POTENTIAL CONFLICTS OF INTEREST

Each Offeror shall identify any relationships between itself or its employees and (1) the companies under the jurisdiction of the Commission, or any parent, subsidiary, or affiliate, of such companies; (2) any Pilot Projects Governance Board members; and (3) any Commissioner or employee of the District of Columbia Public Service Commission . The extent, nature and time aspects must be identified. If there have been no such relationships, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest will automatically disqualify the Offeror.

SECTION G: INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE

The Awardee will be required to maintain the following types of insurance throughout the life of the contract.

- (a) **GENERAL REQUIREMENTS.** The Awardee at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Awardee 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 or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VII or higher. The Awardee shall require all of its subcontractors to carry the same insurance required herein.

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Awardee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured 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 Awardee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Awardee or its subcontractors, and not the additional insured. The additional insured status under the Awardee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Awardee'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 Awardee or its subcontractors, or anyone for whom the Awardee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Awardee 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 Awardee and subcontractors.

1. **Commercial General Liability Insurance (“CGL”)** - The Awardee 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 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 Awardee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

2. **Automobile Liability Insurance** - The Awardee 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 Awardee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Awardee’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 Awardee shall provide evidence satisfactory to the CO of workers’ compensation insurance in accordance with the statutory mandates of the District or the jurisdiction in which the contract is performed.
4. **Employer’s Liability Insurance** - The Awardee shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this Paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

5. **Crime Insurance (Third Party Indemnity)** - The Awardee shall provide a Crime policy including third party fidelity to cover the dishonest acts of Awardee’s, its employees and/or volunteers that result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
6. **Cyber Liability Insurance** - The Awardee shall provide evidence satisfactory to the CO of cyber liability insurance, with limits not less than \$2,000,000 per occurrence

or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Awardee in the contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

7. **Environmental Liability/Awardee Pollution Liability Insurance** - The Awardee 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 Awardee. 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 Awardee'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 Awardee warrants that any retroactive date applicable to coverages under the policy precedes the Awardee's performance of any work under the contract and that continuous completed operations coverage will be maintained for at least 10 years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Awardee 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 Awardee for losses arising from facility(ies) accepting, storing or disposing of hazardous materials or other waste as a result of the Awardee's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

8. **Employment Practices Liability** - The Awardee shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment-related wrongful acts including but not limited to: discrimination, sexual harassment, wrongful termination, or workplace torts, whether between employees of Awardee or against third parties. Employment practices liability coverage must specifically state third party liability coverage is included. Awardee will indemnify and defend the District should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to temporary help firms and independent contractors hired by Awardee. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

9. **Installation-Floater Insurance** - For projects not involving structures, the Awardee shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the awardee.
 10. **Professional Liability Insurance (Errors and Omissions)** - The Awardee shall provide professional liability insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Awardee warrants that any applicable retroactive date precedes the date the Awardee 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 10 years after the completion of the professional services.
 11. **Sexual/Physical Abuse and Molestation** - The Awardee shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; and errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
 12. **Commercial Umbrella or Excess Liability** - The Awardee 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 Awardee's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- (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 Awardee shall carry all required insurance until all contract work is accepted by the District and shall carry listed coverages for 10 years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- (d) **LIABILITY.** These are the required minimum insurance requirements established by the District. However, the required minimum insurance requirements provided above will not in any way limit the awardee's liability under this contract.
- (e) **AWARDEE'S PROPERTY.** Awardee 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.
- (f) **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Awardee shall include all of the costs of insurance and bonds in its budget.
- (g) **NOTIFICATION.** The Awardee shall ensure that all policies provide that the CO shall be given 30 days prior written notice in the event of coverage and/ or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Awardee shall provide the CO with 10 days prior written notice in the event of non-payment of premium. The Awardee will also provide the CO with an updated certificate of insurance should its insurance coverages renew during the contract.
- (h) **CERTIFICATES OF INSURANCE.** The Awardee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Karen M. Hester
Senior Contract Specialist
DC Public Service Commission
1325 G Street, NW 8th Floor | Washington, DC 20005
Email: khester@psc.dc.gov

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

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

- (j) **CARRIER RATINGS.** All Awardee's and its subcontractors' insurance required in connection with the contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.