

The District of Columbia Office of Risk Management

And

The D.C. Captive Insurance Agency

**Request for Proposals for Captive Management and
Property Insurance Brokerage Services**

Solicitation No. DCRJ-2014-R-0001

November 8, 2013

SECTION B – DESCRIPTION OF SERVICES OR SUPPLIES AND PRICES

B.1 SUMMARY OF SERVICES OR SUPPLIES

The District of Columbia Office of Risk Management (ORM), on behalf of the D.C. Captive Insurance Agency (the “D.C. Captive”), is seeking the services of a company with captive insurance expertise to assist and advise ORM with the management of the D.C. Captive. The D.C. Captive provides medical malpractice liability insurance to non-profit community health centers that provide healthcare services to individuals regardless of their ability to pay. In FY14, the D.C. Captive will provide or privately purchase property insurance for District-owned property. In addition to Captive Management Services, the D.C. Captive is seeking the services of a company with brokerage expertise and capacity to assist in the (1) procurement of all-risk property and casualty insurance coverage, including flood and earthquake, (2) procurement of completed value, all-risk Builders’ risk insurance, including flood and earthquake, (3) procurement of boiler and machinery insurance, (4) procurement of business interruption coverage to include loss of rents and extra expense, and (5) procurement of fidelity coverage including faithful performance.

B.2 NOTICE OF INTENT TO PROPOSE OR PARTICIPATE AS A DSLBD CERTIFIED BUSINESS ENTERPRISE

Potential prime contractors and DSLBD Certified Business Enterprise (“CBE”) firms are encouraged to submit to the CO and COTR a Notice of Intent to Propose and/or participate as a CBE (in the form of a simple e-mail to Phillip.lattimore@dc.gov and Mareco.edwards@dc.gov). If you will be proposing as a prime contractor and will be utilizing the services of a CBE, the CBE must submit a separate notice. Such notice shall include the following information:

- the business name
- an indication of whether the business is a prime or a CBE
- a contact person’s name and title
- the contact person’s mailing address, telephone number, facsimile number, and e-mail address

NOTE: The Notice of Intent to Propose or Participate as A DSLBD creates no obligation for making a proposal. The Notice of Intent is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

B.3 The D.C. Captive intends to award a fixed price contract.

B.4 PRICE SCHEDULE

B.5.1 Base Period

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Contract Line Item Number (CLIN)	Description	Quantity	Unit	Total
0001	Administration and Maintenance of Captive Insurance Company	1	Job	
0002	Broker services for the marketing, placement, and overall servicing of the property insurance coverage	1	Job	
TOTAL PRICE FOR BASE PERIOD				

B.5.2 Option Year 1

Contract Line Item Number (CLIN)	Description	Quantity	Unit	Total
0001	Administration and Maintenance of Captive Insurance Company	1	Job	
0002	Broker services for the marketing, placement, and overall servicing of the property insurance coverage	1	Job	
TOTAL PRICE FOR BASE PERIOD				

B.5.3 Option Year 2

Contract Line Item Number (CLIN)	Description	Quantity	Unit	Total
0001	Administration and Maintenance of Captive Insurance Company	1	Job	
0002	Broker services for the marketing, placement, and overall servicing of the property insurance coverage	1	Job	
TOTAL PRICE FOR BASE PERIOD				

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of Risk Management (ORM), on behalf of the D.C. Captive Insurance Agency (the "D.C. Captive"), is seeking the services of a company with captive insurance expertise to assist and advise ORM with the management of the D.C. Captive. The D.C. Captive provides medical malpractice liability insurance to non-profit community health centers that provide healthcare services to individuals regardless of their ability to pay. In FY14, the D.C. Captive will provide or privately purchase property insurance for District-owned property. In addition to Captive Management Services, the D.C. Captive is seeking the services of a company with brokerage expertise and capacity to assist in the (1) procurement of all-risk property and casualty insurance coverage, including flood and earthquake, (2) procurement of completed value, all-risk Builders' risk insurance, including flood and earthquake, (3) procurement of boiler and machinery insurance, (4) procurement of business interruption coverage to include loss of rents and extra expense, and (5) procurement of fidelity coverage including faithful performance.

Historically, the District has practiced self-insurance. However, in FY14 the District is moving towards a hybrid system made up of both self-insurance and the option to either formalize self-insured property insurance or purchase property insurance for D.C. Government buildings. Subtitle D of Bill 20-0199, the fiscal year 2014 Budget Support Act of 2013, approved by the Council on June 26, 2013, authorizes the D.C. Captive to purchase and issue property insurance for District-owned real property assets. Under Reorganization Plan No. 1 of 2003, ORM has explicit authority to oversee and purchase insurance for and on behalf of the District. See section 6(n), authorizing the Chief Risk Officer to "procure insurance and utilize alternative risk financing strategies, as necessary and pursuant to an authorized appropriation, for the benefit of the District government to compensate for large liabilities and catastrophic exposure to risk, including...property losses."

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A review of the District's current inventory of real property details approximately 2,242 buildings covering more than 30,000,000 square feet. The following is an approximate summary of assets by use type:

		ASSETS BY USE TYPE
Types	Building Use	Count
1	Antenna total	1
2	DMV total	5
3	Fire station total	40
4	Garage total	3
5	Library total	27
6	Office total	78
7	Park total	28
8	Parking lot total	5
9	Police station total	32
10	Pool/spray park total	39
11	Pumping station total	1
12	Recreation center total	94
13	Residential total	5
14	Retail total	1
15	Schools total	158
16	Senior wellness total	8
17	Sewage station total	1
18	Shelter total	30
19	Slivers total	1139
20	Special use total	58
21	Stadium total	1
22	Triangle park total	45
23	Vacant total	35
24	Warehouse total	8
Grand Total		1842

Notes

- 1) There are approximately 200 more Parks and Triangle Parks
- 2) There are approximately 200 Development properties

Of particular note, there are 11 new and newly renovated libraries with improved values totaling \$136,930,000, and other highly valued buildings, including the John A. Wilson building, One Judiciary Square, the D.C. Jail Complex, Unified Communication Center,

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Wilson/Dunbar/Cardozo High Schools and the newly constructed high technology Consolidated Forensics Lab with improved values totaling \$1,899,341,217. Again, these values do not reflect the improved values of all facilities but only the high valued or newly constructed or renovated facilities. As part of the services of the successful proposer, the D.C. Captive is seeking suggestions on the best approach and structure of the real property insurance program to include all-risk replacement cost insurance with recommended self-retention amounts. In each proposal, the District also seeks insight and strategy on the purchase of Builders' Risk Insurance for District construction projects, and for Boiler, machinery, and equipment breakdown.

Note: The release of this RFP does not constitute the authorization to make any formal or informal submissions to the private marketplace so as to block or frustrate the winning proposer and the D.C. Captive after an award has been made.

EVENT	TIME (eastern time zone)	DATE (all dates are state business days)
1. RFP Issued		November 8, 2013
2. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2013
3. D.C. Captive Response to Written "Questions & Comments"		November 25, 2013
4. Proposal Deadline	2:00 p.m.	December 9, 2013
5. D.C. Captive Completion of Proposal Evaluations		December 20, 2013
6. Contract Negotiations, Award and Signing		January 6, 2014
7. Contractor Contract Signature Deadline	2:00 p.m.	January 24, 2014

The D.C. Captive reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the D.C. Captive will communicate such to potential proposers from whom the D.C. Captive has received a proposal by the proposal deadline.

C.1.1 Applicable Documents:

The following documents are provided as reference materials for the Contractor's use in providing services under this contract.

Item No.	Document Type	Title	Date
0001		Reorganization Plan No. 1 of 2003 for the Office of Risk Management	Effective July 11, 2003
0002		Procurement Practices Act (PPA)	

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		1915-1922	
0003		Subtitle D of Bill 20-0199, the fiscal year 2014 Budget Support Act of 2013; Captive Insurance Amendment Act of 2013, effective October 1, 2013	2013
0004		District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2008, effective July 18, 2008 (D.C. Law 17-196; D.C. Official Code § 1-307.81 et seq.)	2008
0005		Captive Insurance Company Act of 2000, effective October 21, 2000 (D.C. Law 13-192; 47 DCR 7320).	2000

C.1.2 Definitions

- C.1.2.1. Advisory Council** – group of individuals selected by the Mayor and Chief Risk Officer to provide insight on the concerns and interests of the health care participants, advise on risk management strategies for District-owned property, advise the Chief Risk Officer as needed and hold annual meetings.
- C.1.2.2. Insurance Program Officer** – insurance officer within ORM; lead staff member of the D.C. Captive; reports to the Chief Risk Officer and serves as the Contracting Officer’s Technical Representative (COTR).
- C.1.2.3. Captive Insurance Company (also know as the captive or captive insurer)** – subsidiary formed to insure the risks of its affiliates; as per the District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2007.
- C.1.2.4. Captive Manager** – means the person or company appointed by the Risk Officer to run the day-to-day affairs of the D.C. Captive.
- C.1.2.5. Chief Risk Officer (CRO)** – Director of the Office of Risk Management.
- C.1.2.6. District-owned Property** - shall have the same meaning as provided in the Captive Insurance Amendment Act of 2013; D.C. Official Code s 1-307.81(4)(A).
- C.1.2.7. Exposure** - A measure of the propensity for risk to loss that can be expressed as perils, units, such as units of assets, revenues, payroll, occupied hospital beds, etc. Sometimes referred to as an “exposure base.”
- C.1.2.8. Insured** –the District-owned property, person or organization covered by the captive.

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C.1.2.9. Property Insurance - shall have the same meaning as provided in the Captive Insurance Amendment Act of 2013; D.C. Official Code s 1-307.81(9)(A).

C.1.2.10. Reinsurance - insurance in which one insurer, the reinsurer, assumes all or part of the exposures covered by another insurer.

C.2 BACKGROUND

The mission of the Office of Risk Management (ORM) is to reduce the probability, occurrence and cost of risk to the District of Columbia government through the provision of risk identification and insurance analysis and support to District agencies, and by efficiently and fairly administering the District's public workers' compensation, tort liability and captive insurance programs.

The Captive was established in 2008 with the purpose of providing medical malpractice liability insurance policies to health centers. *See* District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2008, effective July 18, 2008 (D.C. Law 17-196; D.C. Official Code § 1-307.81 *et seq.*). Since 2008, the Captive has issued medical malpractice insurance policies to seven clinics in the District. In support of ORM's risk management strategy and recommendation concerning District real property assets, Subtitle D of Bill 20-0199, the fiscal year 2014 Budget Support Act of 2013, approved by the Council on June 26, 2013, authorized the D.C. Captive to purchase and issue property insurance for District real property assets. The Captive is administered by the Chief Risk Officer, who is authorized to enter into contracts on behalf of the Captive.

The Reorganization Plan No. 1 of 2003 ("Reorganization Plan") designates ORM as the central agency to manage and oversee all risk management for the District of Columbia under the direction of ORM's Chief Risk Officer. Among other functions, the Reorganization Plan authorizes ORM to be "the Office to purchase insurance for the benefit of the District." *See* Reorganization Plan at § 1, p. 1. Section 4 of the Reorganization Plan (Purpose of the Office of Risk Management), provides that ORM is to provide risk management direction, guidance and support to District government agencies to minimize the total cost of risk, resulting in improved government operations and enhanced service delivery. *See* Reorganization Plan at § 4, p. 3. Essentially, the Reorganization Plan is designed to integrate all District agencies under a single risk management program and insurance procurement. Section 6 of the Reorganization Plan (Function of ORM) provides that ORM, through its Chief Risk Officer shall "procure insurance and utilize risk financing strategies, as necessary and pursuant to an authorized appropriation, for the benefit of the District Government to compensate for large liabilities and catastrophic risk exposure to risk including, but not limited to...property losses." *See* Reorganization Plan at § 6(n) p. 5.

C.3 REQUIREMENTS

C.3.1 The Contractor shall assume the role of the Captive Manager and shall work with the D.C. Captive's Insurance Program Officer to conduct or coordinate all marketing and placement of property/casualty insurance or re-insurance, underwriting, actuarial, tax

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- and regulatory services necessary for the on-going management of the D.C. Captive. The Contractor shall also provide business, technical and overall project management assistance necessary to perform any and all functions arising out of the District of Columbia Medical Liability Captive Insurance Agency Establishment Act of 2008 and Subtitle D of Bill 20-0199, the fiscal year 2014 Budget Support Act of 2013.
- C.3.2** The Contractor shall outline, in a work plan, its proposed methodology in working with the D.C. Captive's Insurance Program Officer and shall propose additional and creative risk management strategies for successful management of a government administered D.C. Captive.
- C.3.3** The Contractor, as part of its work plan, shall review the history of the D.C. Captive and the District's self-insurance practice, including any past loss or claim data, feasibility and actuarial studies, reserve reports, and member applications to perform an assessment of the D.C. Captive's current operational and financial structure.
- C.3.4** The Contractor shall include, as part of its work plan, inclusive of proposed dates of delivery, the following:
- C.3.4.a.** An orientation session, with the COTR and other designated ORM staff, to gain further understanding of the Contractor's methodology and to discuss any recommendations related to the management of the D.C. Captive;
 - C.3.4.b.** A schedule of quarterly status meetings with the COTR and designated staff;
 - C.3.4.c.** Submission dates for management reports; including financial reports, annual reports, insurance brokerage marketing and submission schedules and reports, and other reports as requested and required by the Chief Risk Officer; and
 - C.3.4.d.** A listing of key personnel and any portion of the work to be subcontracted.
- C.3.5** Additionally, the Contractors' work plan shall include the Contractor's proposed delivery dates for the following items:
- C.3.5.a.** A detailed risk management program for Captive members, including specific loss prevention activities and procedures for implementing the program;
 - C.3.5.b.** Underwriting and rating criteria appropriate for the proposed insureds, including policies and procedures for both the implementation and maintenance of the program;

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- C.3.5.c.** A reinsurance recommendation for obtaining and maintaining appropriate insurance levels; and
- C.3.5.d.** A claims management policy, outlining the proper procedures for investigating and defending claims against the Captive or Captive members.
- C.3.6** The Contractor shall submit the work plan to the COTR within two (2) weeks after the contract award. The COTR will provide approval or comments within ten (10) business days of receipt of the work plan.
- C.3.7** As the Captive Manager, the Contractor shall be responsible for ensuring the D.C. Captive is in compliance with all of the District’s captive regulations, including but not limited to ensuring that the D.C. Captive maintains its Certificate of Authority to operate as a captive in the District.
- C.3.8** The Contractor shall examine the viability of reinsurance for the Captive, and if necessary, will serve as the broker between the D.C. Captive and potential reinsurers.
- C.3.9** The Contractor shall ensure key personnel are available during normal operating hours of ORM from 8:30am to 5:30pm.
- C.3.10** The Contractor’s duties shall include, but are not limited to, enrollment of insured entities, ongoing financial reporting, and administration services throughout the contract term, as required by the D.C. Captive.
- C.3.11** The Contractor shall implement a comprehensive Quality Management Program that ensures the highest level of service is rendered to the D.C. Captive, including, compliance with captive legal requirements, broker services plan, captive insurance strategy, insurance applications, binders, policies, reports, and other best practice communications.
- C.3.12** The Contractor’s Quality Management Program shall include, at a minimum, the following:

 - C.3.12.a.** An ethics policy;
 - C.3.12.b.** Ongoing maintenance and evaluation of the quality and appropriateness of service;
 - C.3.12.c.** A property claims management plan and strategy for proactive and remedial measure oversight of insured and self-insured property;
 - C.3.12.d.** A 120 renewal plan and strategy for renewal of property insurance coverage; and
 - C.3.12.e.** Resolution strategies for less than satisfactory performance.
- C.3.13** The D.C. Captive will review its level of satisfaction with the Contractor’s Account Management on a quarterly basis.

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C.3.14 The Contractor shall submit a summary report, thirty (30) days prior to the end of each contract period which outlines a list of accomplishments, lessons learned, and recommendations. In connection with meetings with District officials, performance hearings, budget hearings or audits, the Contractor may be required to submit year-to-date management reports, as deemed necessary by the COTR. A representative sample of a summary and a management report shall be submitted in response to this solicitation.

C.3.15 The Contractor shall perform an annual site inspection of each health center seeking medical malpractice insurance through the D.C. Captive, including health centers seeking renewal insurance. The Contractor shall conduct an analysis and prepare a written risk assessment and submit to the COTR and designated ORM personnel within seven (7) days of the final site inspection.

C.3.17 TECHNICAL CAPACITY

The Contractor shall provide the technical capacity necessary to successfully perform and advise regarding the required services listed below, including but not limited to:

- a. Captive insurance policies
- b. Captive regulations
- c. Medical malpractice insurance
- d. Property insurance brokerage services
- e. Reinsurance
- f. Financial reporting for captives
- g. Captive insurance and health care regulatory compliance
- h. Risk management assessment for medical facilities
- i. Risk management services for property
- j. Property/casualty insurance, including earthquake and flood
- k. History of working with minority firms
- l. General Captive matters as required

C.3.18 Staff and Organization

The Contractor shall provide the staffing, organization and expertise required to perform the required services, including experience related to captive insurance, risk assessment of medical facilities, government operations and accounting, and the list identified immediately above in C.3.17 (a-l). Additionally, the Contractor must have the proper insurance licenses in order to advise and possibly broker and market for insurance and reinsurance.

C.3.19 Record Maintenance

The Contractor shall maintain and provide a record of services provided and their cost, and the names of the persons providing the services. The Contractor shall submit these records with supporting documentation to the COTR for payment.

SECTION D: DELIVERIES AND PERFORMANCE

D.1. TERM OF CONTRACT

The base period of the contract shall be from the date of award through September 30, 2014.

D.2. OPTION TO EXTEND THE TERM OF THE CONTRACT

D.2.1 The D.C. Captive may extend the term of this contract for a period of two (2), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Captive will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Captive to an extension. The exercise of the 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 the expiration of the contract.

D.2.2 If the D.C. Captive exercises this option, the extended contract shall be considered to include this option provision.

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

D.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed the time period running from the date of contract award through September 30, 2014 plus two (2) one-year periods.

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D.3 DELIVERABLES (All deliverables shall be delivered to the COTR)

Statement of Work (SOW) Item	Deliverable	Quantity	Format	Due date
C.3.2-5	Comprehensive Work Plan	4	Hardcopies and electronic backup	2 weeks after contract award
C.3.11-12	Quality Management Plan, including, compliance with captive legal requirements, broker services plan, captive insurance strategy, insurance applications, binders, policies, reports, and other best practice communications	1	Hardcopies and electronic backup	2 weeks after contract award
C.3.14	Quarterly Meetings	1	TBD	Quarterly
C.3.15	Management Reports	4	Hardcopies and electronic backup	As agreed upon by the work plan
C.3.15	Summary Report	4	Hardcopies and electronic backup	30 days prior to end of each contract period

D.3.1 The Contractor shall submit to the Captive, as a deliverable, the report described in section H.6 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION E: CONTRACT ADMINISTRATION DATA

E.1 INVOICE PAYMENT

- E.1.1** The Captive 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.
- E.1.2** Should the Captive reduce payment of an invoice to the Contractor, the Captive will provide a written notice to the Contractor of the reason for the adjustment.
- E.1.3** The Captive will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

E.2 INVOICE SUBMITTAL

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

Name: Office of Finance and Resource Management
ATTN: Accounts Payable
Address: 441 4th Street, NW, Suite 890N
Washington, DC 20001
Telephone: 202-727-0333

- E.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- E.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- E.2.2.2** Contract number and invoice number;
- E.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- E.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- E.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- E.2.2.6** Name, title, phone number of person preparing the invoice;

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E.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

E.2.2.8 Authorized signature.

E.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

E.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section F.6.6.

E.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

E.4 PAYMENTS

E.4.1 The Captive will make payment to the Contractor under the contract on a monthly basis after:

- a. Completion and acceptance of all work and deliverables; and
- b. Presentation of a properly executed invoice with supporting documentation.

E.4.2 The Captive's obligation under this solicitation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Captive for any payment may arise, and no contract awarded or task orders issued thereunder, until funds are made available to the Contracting Officer for a contract and until the Contractor receives notice of such availability to be confirmed in writing by the Contracting Officer.

E.5 ASSIGNMENT OF CONTRACT

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

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

E.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).

E.6 THE QUICK PAYMENT CLAUSE

E.6.1 Interest Penalties to Contractors

E.6.1.1 The Captive will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on the 15th day after the required payment

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

E.6.2 Payments to Subcontractors

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

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

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

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

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E.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.

E.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 Captive is a party. The Captive may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

E.7 CONTRACTING OFFICER (CO)

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

Phillip A. Lattimore, III
Chief Risk Officer
Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001
(202) 727-8600

E.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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

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

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Mareco Edwards
Insurance Program Officer
Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, DC 20001
202-727-7805(phone)/202-727-8319(fax)

E.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

E.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Captive, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION F: SPECIAL CONTRACT REQUIREMENTS

F.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

F.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No.: 4, dated 7/05/2007, 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 H.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

F.3 PUBLICITY

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

F.4 AUDITS, RECORDS, AND RECORD RETENTION

F.4.1 As used in this clause, "records" includes books, documents, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

F.4.2 Examination of Costs. The Contractor shall maintain and the Captive Contracting Officer or an authorized representative of the Captive Contracting

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Officer shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants or offices or parts of them, engaged in performing the contract.

F.4.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to the contract or task orders issued thereunder, the Captive Contracting Officer or an authorized representative of the Captive Contracting Officer, in order to evaluate the accuracy, completeness and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a. The bid for the contract, subcontract, modification or task order;
- b. The discussions conducted on the bid(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, modification or task order; or
- d. Performance of the contract, subcontract, modification or task order.

F.4.4 The Contractor(s) shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.4.5 The Contractor(s) shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.4.6 Persons duly authorized by the Captive Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.4.7 The Contractor(s) shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F.5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on

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whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection E.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

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

F.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

F.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

F.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section H.4) in which the Contractor shall agree that:

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

F.6.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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(f) Referral source for all new hires.

F.6.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

F.6.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) document in a report to the Contracting Officer its compliance with the section F.6.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section F.6.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section F.6.6.

F.6.6 The Contracting Officer may waive the provisions of section F.6.4 if the Contracting Officer finds that:

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

F.6.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections F.6.5 and F.6.6, the Contracting Officer shall determine whether the Contractor is in compliance with section F.6.4 or whether a waiver of compliance pursuant to section F.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

F.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section F.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5%

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of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section F.6.8.

F.6.9 The provisions of sections F.6.4 through F.6.8 do not apply to nonprofit organizations.

F.7 PROTECTION OF PROPERTY:

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

F.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.
See 42 U.S.C. §12101 et seq.

F.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

F.10 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE OF INFORMATION

F.10.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

F.10.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

F.10.3 The Contractor shall be bound by the Organizational Conflict of Interest and Non-Disclosure of Information Provision below.

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- F.10.3.1** "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Individuals, Corporations, Partnerships, Joint Ventures, and other business enterprises.
- F.10.4** The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph 1.
- F.10.5** It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the District Government, the right of the Contractor to participate in future procurement of services that are the subject of any work under this contract shall be limited as described below:
- F.10.5.1** The Contractor agrees that it shall not release, disclose, or use (in any way that would permit or result in disclosure to any party outside the District Government) any information provided to the Contractor during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- F.10.5.2** The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information generated or derived from the Contractor during or as a result of performance of this contract. This prohibition shall not expire after a given period of time.
- F.10.5.3** The prohibitions contained in paragraphs (F.8) and (F.9) shall apply with force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assignee of the Contractor.
- F.10.6** The Contractor further agrees that, during the performance of this contract and for a period three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor

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or assignee of the Contractor, shall not furnish to the District Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any services which are the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those services furnished pursuant to this contract.

- F.10.7** The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the District Government may terminate the contract for the convenience of the District if determined to be in the best interest of the District Government.
- F.10.8** Notwithstanding paragraph 10.3 above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- F.10.9** If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the District Government may terminate this contract for default.
- F.10.10** The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the Disputes clause of this contract.
- F.10.11** Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the District Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the District's interest.
- F.10.12** The Contractor shall include this requirement in subcontracts of any tier, which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- F.10.13** The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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F.10.14 The contract is a contract for expert and consulting services. It is therefore, understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the Captive; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any Captive or District of Columbia employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Captive's right and obligation to inspect, accept or reject work, comply with such general direction of the Contracting Officer or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.

F.10.15 Compliance with this requirement is a material requirement of this contract.

F.11 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 Contracting Officer at least thirty 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 Contracting Officer for any proposed substitution of key personnel.

F.12 SUBCONTRACTS WITH CERTIFIED BUSINESS ENTERPRISES

A contractor responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume or market placement (whichever is greater) of the contract shall be subcontracted to certified Local, Small, and Disadvantaged Businesses ("CBE") in accordance with section 45 of the Standard Contract Provisions.

The contractor must provide a plan showing what percent of the dollar volume or market placement of the contract will be completed by CBEs to fulfill the requirements of section B.4. This plan will also indicate what work will be completed by CBEs and work shall include the actual market placement of any insurance purchased in the private marketplace. If the contractor cannot locate a qualified CBE, the contractor must produce documentation showing that no appropriately qualified CBE exists to participate in the contract. If the District concurs with the contractor's assessment that no qualified CBE exists to participate in the contract, the contractor may avoid the requirements of section B.4

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F.13 WAY TO WORK AMENDMENT ACT OF 2006

- F.13.1** Except as described in F.13.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.13.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.13.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.13.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.13.5** The Contractor shall provide a copy of the Fact Sheet attached as H.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as H.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.13.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- F.13.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- F.13.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services;

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provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

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

F.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION G: CONTRACT CLAUSES

G.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

G.2 CONTRACTS THAT CROSS FISCAL YEARS

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

G.3 CONFIDENTIALITY OF INFORMATION

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

G.4 TIME

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

G.5 RIGHTS IN DATA

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

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

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- G.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- G.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- G.5.5** All data first produced in the performance of this Contract shall be the sole property of the Captive. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Captive under this Contract, are works made for hire and are the sole property of the Captive; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Captive the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Captive all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Captive until such time as the Captive may have released such data to the public.
- G.5.6** The Captive will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- G.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Captive installation to which the computer may be transferred by the Captive;
- G.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- G.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- G.5.7** The restricted rights set forth in section G.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____
With _____ (Contractor's Name); and

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

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

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

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

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G.5.11 The Contractor shall indemnify and save and hold harmless the Captive, 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.

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

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

G.6 OTHER CONTRACTORS

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

G.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Captive 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 Captive, the Contractor shall remain liable to the Captive for all Contractor's work and services required hereunder.

G.8 INSURANCE

INDEMNIFICATION AGREEMENT:

The Contractor shall save and keep harmless and indemnify the Captive and the District against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract. In addition, this applies to any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the contractor, or any employee, agent or representative of the contractor.

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G.8.1 INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer 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 Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

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

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automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia and the Captive as additional insured's.

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 \$3,000,000 per occurrence for each wrongful act and \$5,000,000 annual aggregate.

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

- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the Captive, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **Measure of Payment**. The Captive shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the Contracting Officer 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 Contracting Officer.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Mareco Edwards, Insurance Program Officer
Mareco.edwards@dc.gov
Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, DC 20001

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G.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.

G.10 ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Deliveries and Performance (Section D)
- d. Special Contract Requirements (Section F)
- e. Contract Clauses (Section G)
- f. Contract Administration (Section E)
- g. Contract Attachments in the order they appear (Section H)

G.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

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

G.12 MULTIYEAR CONTRACT TERMS

This is a multi-year (base period plus two (2) one-year option years) contract for services for which some of the funds would otherwise be available for obligation only within the fiscal year for which appropriated. If these funds are not made available for the continuation of the contract into a subsequent fiscal year, the contract shall be canceled or terminated. In accordance with D.C. Official Code §1-301.05a and 1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

G.13 INDEPENDENT CONTRACTOR

At all times during the term of this agreement, contractor shall perform the duties and responsibilities identified in this agreement as an independent contractor.

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SECTION H LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. Complete and attach H.3, H.4, H.7, and H.8 with the offer.

Attachment	Document
H.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
H.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision no. 5, dated 5/25/09
H.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
H.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
H.5	Way to Work Amendment Act of 2006 - Living Wage Notice
H.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
H.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
H.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
H.9	Past Performance Evaluation Form

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

I.1 AUTHORIZED NEGOTIATORS

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

I.2 TYPE OF BUSINESS ORGANIZATION

I.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

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

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

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

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

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

Offeror _____ Date _____

Name _____ Title _____

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Signature _____

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

I.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

I.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

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

I.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

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- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

I.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment H.7

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SECTION J: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

J.1 CONTRACT AWARD

J.1.1 Most Advantageous to the Captive

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

J.1.2 Initial Offers

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

J.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCRJ-2014-R-2013."

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

J.2.1 TECHNICAL PROPOSAL

Captive Insurance Company Advisory and Management Services

J.2.1.1 Section 1 – Responsiveness and Technical Approach: The Offeror must demonstrate their understanding of the scope of work and provide a project management plan detailing its organizational structure and staffing plan to successfully provide the required services. The Offeror must demonstrate its ability to meet the performance standards listed in the solicitation. The Offeror shall submit its detail approach to the following service components:

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- a. Captive insurance policies
- b. Captive regulations
- c. Medical malpractice insurance
- d. Property insurance brokerage services
- e. Reinsurance
- f. Financial reporting for captives
- g. Captive insurance and health care regulatory compliance
- h. Risk management assessment for medical facilities
- i. Risk management services for property
- j. Property/casualty insurance, including earthquake and flood
- k. History of working with minority firms
- l. General Captive matters as required

J.2.1.2 Section 2 – Technical Expertise: The Offeror shall detail its experience with clients similar in size and scope of the Captive and the District of Columbia. The Offeror must provide a staffing plan and appropriate documentation of staff credentials including evidence of staff orientation and training. The Offeror shall also provide resumes for the key personnel listed in Section C.3.18.

J.2.1.3 Section 3 – Past Performance: The Offeror shall submit two to four (2-4) relevant references from current or prior clients for which the Offeror has provided similar services. References from other jurisdictions are preferable. Provide name, address, email, and fax and telephone number of the references. Describe the services that are or have been provided, and the period of time that services have been provided to the customer.

J.2.2 Price Proposal

This section shall be submitted under a separate cover titled **“Price Proposal.”**

J.2.2.1 The Offeror’s proposal shall complete Attachment B - Price Schedule which will outline the total estimated price for the entire project, as set forth in the Statement of Work. Offeror shall include a firm fixed price for the project inclusive of all costs.

J.2.2.2 The Offeror shall complete and submit Attachment J.8 Cost/Price Data Package.

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

J.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm local time on December 9, 2013. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if

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they are received before the award is made and one (1) or more of the following circumstances apply:

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

J.3.2 Withdrawal or Modification of Proposals

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

J.3.3 Postmarks

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

J.3.4 Late Modifications

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

J.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation, unless no other offer is received, in which case it will be opened and considered.

J.4 PROPOSALS WITH OPTION YEARS

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

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J.5 SIGNING OF OFFERS

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

J.6 RETENTION OF PROPOSALS

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

J.7 PROPOSAL COSTS

Neither the District nor the Captive is liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

J.8 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

J.9 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

J.9.1 Name, address, telephone number and federal tax identification number of offeror;

J.9.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

J.9.3 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.

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J.10 STANDARDS OF RESPONSIBILITY

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

J.10.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

J.10.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

J.10.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

J.10.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

J.10.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

J.10.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

J.10.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

J.10.8 If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be non-responsible.

J.11 Personnel

1. **Insurance/Captive Expert:** The Contractor shall provide a qualified insurance and captive expert, as determined by the Captive, for this contract. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the experience and level of involvement in the contract. It is preferred that the Contractor shall have a corporate office within the District of Columbia and required that the Contractor be available Monday through Friday, 8:30 AM through 5:30 PM.

2. **Actuary Expert:** The Contractor shall provide a qualified actuary expert, as determined by the Captive. The Contractor shall submit a detailed resume or curriculum vitae demonstrating

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the actuary's experience and level of involvement in the contract. The actuary is a person who is continually available Monday thru Friday 8:30 AM through 5:30 PM. The COTR must approve this individual **prior** to their assuming the duties and responsibilities of the Contractor.

3. **Certified Public Accountant (CPA):** The Contractor shall provide a CPA which is necessary to fulfill the requirements of this contract. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the CPA's experience, including experience with government contracting, accounting, and budgeting and detail the level of involvement in the contract. The CPA shall be continually available Monday thru Friday 8:30 AM through 5:00 PM. The COTR must approve this individual **prior** to their assuming the duties and responsibilities of the Contractor.

4. **Property Insurance Expert:** The Contractor shall provide a qualified property insurance expert with experience with public/governmental agency experience, as determined by the Captive, for this contract. The Contractor shall submit a detailed resume or curriculum vitae demonstrating the experience and level of involvement in the contract. It is preferred that the Contractor shall have a corporate office within the District of Columbia and required that the Contractor be available Monday through Friday, 8:30 AM through 5:30 PM.

5. **Support Staff:** If the Contractor uses support staff under each of the staffing categories under this section, then the Contractor shall submit a detailed resume or curriculum vitae demonstrating the support staff's experience and level of involvement in the contract. Any of the support staff must be continually available Monday thru Friday 8:30 AM through 5:30 PM. The COTR must approve this individual **prior** to their assuming the duties and responsibilities of the Contractor.

J.12 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 14 days from the solicitation's closing date.

J.13 HAND DELIVERY OR MAILING OF PROPOSAL

One (1) original and three (3) complete printed copies delivered or mailed to:

Phillip A. Lattimore, III, Chief Risk Officer
Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001

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SECTION K EVALUATION FACTORS

K.1 EVALUATION FOR AWARD

Upon receipt of bids, the Chief Risk Officer shall:

- (1) Review each bid received.
- (2) Evaluate each bid using a scoring system that awards points for the following categories:

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Responsiveness to SOW	30
Technical Qualifications, Experience & Approach	50
Cost Proposal	20

- (3) Award the contract to the bidder with the highest score. The Chief Risk Officer may select a bidder who did not receive the highest score if a justification for such a selection is documented in the contract file.
- (4) Issue an acceptance letter to the winning bidder.

K.2 Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

K.2.1 Application of Preferences

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

K.2.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

K.2.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

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K.2.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

K.2.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

K.2.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

K.2.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

K.2.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

K.2.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

K.5.3 **Maximum Preference Awarded**

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

K.5.4 **Preferences for Certified Joint Ventures**

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

K.5.5 **Verification of Offeror's Certification as a Certified Business Enterprise**

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

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K.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

K.6 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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